

SERFF Tracking Number: HERT-127119799 State: Arkansas
Filing Company: United Heritage Life Insurance Company State Tracking Number: 49770
Company Tracking Number: RGCLTD-STD(08-2009)
TOI: H11G Group Health - Disability Income Sub-TOI: H11G.005 Combined Short Term and Long Term
Product Name: RGCLTD-STD(08-2009)
Project Name/Number: RGCLTD-STD(08-2009)/RGCLTD-STD(08-2009)

Filing at a Glance

Company: United Heritage Life Insurance Company

Product Name: RGCLTD-STD(08-2009) SERFF Tr Num: HERT-127119799 State: Arkansas
TOI: H11G Group Health - Disability Income SERFF Status: Closed-Approved State Tr Num: 49770
Sub-TOI: H11G.005 Combined Short Term and Co Tr Num: RGCLTD-STD(08-2009) State Status: Approved-Closed
Long Term

Filing Type: Form

Reviewer(s): Donna Lambert

Author: Deanne Schildan Disposition Date: 10/18/2011

Date Submitted: 09/13/2011 Disposition Status: Approved

Implementation Date Requested: On Approval

Implementation Date: 11/18/2011

State Filing Description:

General Information

Project Name: RGCLTD-STD(08-2009)

Status of Filing in Domicile: Not Filed

Project Number: RGCLTD-STD(08-2009)

Date Approved in Domicile:

Requested Filing Mode: Review & Approval

Domicile Status Comments:

Explanation for Combination/Other:

Market Type: Group

Submission Type: New Submission

Group Market Size: Small and Large

Group Market Type: Employer

Overall Rate Impact:

Filing Status Changed: 10/18/2011

State Status Changed: 10/18/2011

Deemer Date:

Created By: Deanne Schildan

Submitted By: Deanne Schildan

Corresponding Filing Tracking Number: RGCLTD-STD(08-2009)

Filing Description:

September 12, 2010

Department of Insurance

Attn. Rates & Forms Division

RE: United Heritage Life Insurance Company, Group Division,

NAIC No. 63983, Group No. 2878

SERFF Tracking Number: HERT-127119799 State: Arkansas
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Form & Rate Filing

Group Long Term Disability Certificate No. RGCLTD(08-2009)AR
Group Short Term Disability Certificate No. RGCSTD(08-2009)AR
Application for Long Term Disability Insurance 60-202NM(04-2010)
Application for Short Term Disability Insurance 60-201NM(04-2010)
Disability Simplified Medical Underwriting Application 60-269DNM(04-2010)

Ladies & Gentlemen:

Please find enclosed for your review and approval United Heritage Group Long Term and Short Term Disability Certificates. These filings will be used in conjunction with the Group Policy of Incorporation RGP(08-2009) which was approved by your department on 6/10/2011, SERFF # HERT-127152732.

The following form no(s) are included with this filing for review and approval:

RGCLTD(08-2009)AR - This new group long term disability certificate provides benefits to eligible employees as the employer defines. The group size is determined by the state requirements and will be marketed to both large and small groups. A statement of variables for the certificate is included with this filing.

RGCSTD(08-2009)AR - This new group short term disability certificate provides benefits to eligible employees as the employer defines. The group size is determined by the state requirements and will be marketed to both large and small groups. A statement of variables for the certificate is included with this filing.

60-202NM(04-2010) Application for Insurance: This is the employer group application completed by the Employer when applying for long term disability insurance.

60-201NM(04-2010) Application for Insurance: This is the employer group application completed by the Employer when applying for short term disability insurance.

60-269DNM(04-2010) Disability Simplified Medical Underwriting Application. The employee completes this application when applying for voluntary disability insurance. This form must be completed by the employee when the required participation is not met by the group for Supplemental Life.

The following forms will be used in conjunction with the documents now being filed:

RGP(08-2009)AR This new group Policy of Incorporation provides benefits to eligible employees as the employer defined. The group size is determined by the state requirements. A statement of variables for the policy is included with this filing. RGP(08-2009)AR was approved by your department 6/10/2011, SERFF # HERT-127152732. This policy is

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Project Name/Number: RGCLTD-STD(08-2009)/RGCLTD-STD(08-2009)

used in the administration of RGCLIFE(08-2009)AR for group term life, RGCLSTD(08-2009)AR for group short term disability, and RGCLTD(08-2009)AR for group long term disability.

GCA(08-2009): Certificate [Amendment/Rider]: This form is attached to the Certificate. The Rider may be attached to any benefit or provision herein in order to provide additional or optional benefits or provisions after the certificate is issued upon request from the employer. It may also be used to amend variable language in the certificate, as allowable by the statement of variables, after issue, upon the employer's request. This form was approved by your department 6/10/2011, SERFF # HERT-127152732.

GPA1(08-2009) Group Insurance [Amendment/Rider] No. [X]. This form is attached to the Policy. It is used to provide additional or optional benefits or provisions upon request from the employer, after the Policy is issued. This form does not require the Policyholder's signature because the instructions were provided in writing. This form was approved by your department 6/10/2011, SERFF # HERT-127152732.

GPA2 (08-2009) Group Insurance [Amendment/Rider] No. [X]. This form is attached to the Policy. It is used to provide additional or optional benefits or provisions upon the employer's request after the Policy is issued. This form requires the Policyholder's signature. This form was approved by your department 6/10/2011, SERFF # HERT-127152732.

Form60-06(Rev.10-2003) Group Administration Card: This form is completed by the employer to make beneficiary changes and coverage changes. This form was approved by your department 6/10/2011, SERFF # HERT-127152732.

60-194(REV.8-2006), Enrollment Card: The enrollment card is used when the employee applies and enrolls for the insurance provided by the employer group. This form was approved by your department 6/10/2011, SERFF # HERT-127152732.

Form 60-256 NM (12-2005), Personal Health Statement: This form must be completed by the employee for amount over the guarantee issue amount and for late enrollees. This form was approved by your department 6/10/2011, SERFF # HERT-127152732.

Should you have any questions please feel free to contact our Legal Compliance Division at 800-657-6351 ext. 2270.

Sincerely,

Deanne Schildan
Group Administrator, Forms Analyst

SERFF Tracking Number: HERT-127119799 State: Arkansas
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Project Name/Number: RGCLTD-STD(08-2009)/RGCLTD-STD(08-2009)

Company and Contact

Filing Contact Information

Deanne Schildan, Group Forms Analyst dschildan@unitedheritage.com
PO Box 7777 208-475-0970 [Phone]
Meridian, ID 83680 208-475-1070 [FAX]

Filing Company Information

United Heritage Life Insurance Company CoCode: 63983 State of Domicile: Idaho
PO BOX 7777 Group Code: 2878 Company Type:
Meridian, ID 83680-7777 Group Name: State ID Number:
(208) 475-0981 ext. [Phone] FEIN Number: 82-0123320

Filing Fees

Fee Required? Yes
Fee Amount: \$250.00
Retaliatory? Yes
Fee Explanation: \$50 per form x 5 forms = \$250
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
United Heritage Life Insurance Company	\$250.00	09/13/2011	51536471
United Heritage Life Insurance Company	\$100.00	09/21/2011	51941788

SERFF Tracking Number:	HERT-127119799	State:	Arkansas
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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Donna Lambert	10/18/2011	10/18/2011

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Donna Lambert	09/27/2011	09/27/2011	Deanne Schildan	10/18/2011	10/18/2011
Pending Industry Response	Donna Lambert	09/20/2011	09/20/2011	Deanne Schildan	09/21/2011	09/21/2011

Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
Statement of Variability	Note To Filer	Donna Lambert	09/22/2011	09/22/2011

<i>SERFF Tracking Number:</i>	<i>HERT-127119799</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>United Heritage Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>49770</i>
<i>Company Tracking Number:</i>	<i>RGCLTD-STD(08-2009)</i>		
<i>TOI:</i>	<i>H11G Group Health - Disability Income</i>	<i>Sub-TOI:</i>	<i>H11G.005 Combined Short Term and Long Term</i>
<i>Product Name:</i>	<i>RGCLTD-STD(08-2009)</i>		
<i>Project Name/Number:</i>	<i>RGCLTD-STD(08-2009)/RGCLTD-STD(08-2009)</i>		

Disposition

Disposition Date: 10/18/2011

Implementation Date: 11/18/2011

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: HERT-127119799 State: Arkansas

Filing Company: United Heritage Life Insurance Company State Tracking Number: 49770

Company Tracking Number: RGCLTD-STD(08-2009)

TOI: H11G Group Health - Disability Income Sub-TOI: H11G.005 Combined Short Term and Long Term

Product Name: RGCLTD-STD(08-2009)

Project Name/Number: RGCLTD-STD(08-2009)/RGCLTD-STD(08-2009)

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification	Approved	No
Supporting Document	Application	Approved	No
Form (revised)	Group Long Term Disability Certificate	Approved	No
Form	Group Long Term Disability Certificate	Disapproved	No
Form (revised)	Statement of Variable Language Group Long Term Disability Certificate	Accepted for Informational Purposes	No
Form	Statement of Variable Language Group Long Term Disability Certificate	Disapproved	No
Form (revised)	Group Short Term Disability Certificate	Approved	No
Form	Group Short Term Disability Certificate	Disapproved	No
Form (revised)	Statement of Variable Language Group Short Term Disability Certificate	Accepted for Informational Purposes	No
Form	Statement of Variable Language Group Short Term Disability Certificate	Disapproved	No
Form	Group Long Term Disability Application	Approved	No
Form	Group Short Term Disability Application	Approved	No
Form	Disability Simplified Medical Underwriting Application	Approved	No

SERFF Tracking Number: HERT-127119799 State: Arkansas
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TOI: H11G Group Health - Disability Income Sub-TOI: H11G.005 Combined Short Term and Long Term
Product Name: RGCLTD-STD(08-2009)
Project Name/Number: RGCLTD-STD(08-2009)/RGCLTD-STD(08-2009)

Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 09/27/2011
Submitted Date 09/27/2011
Respond By Date 10/27/2011

Dear Deanne Schildan,

This will acknowledge receipt of the captioned filing.

Please note the eligible groups indicated in 23-86-106. Associations must be filed on a single-case basis and meet the requirements of (2)(A).

Objection 1

- Group Long Term Disability Certificate, RGCLTD(08-2009)AR (Form)

Comment: Notice of Claim, 1st and 2nd paragraph - Notice requirement cannot be less than 20 days.

Claim Payment - Payment must be made ever 30 days, not end of each month. Please add language in 23-86-108(6)(C).

Objection 2

- Group Short Term Disability Certificate, RGCSTD(08-2009)AR (Form)

Comment: Notice of Claim, 1st and 2nd paragraph - Notice requirement cannot be less than 20 days.

Claim Payment - Payment must be made ever 30 days, not end of each month. Please add language in 23-86-108(6)(C).

A.C.A. 23-79-109(1)-(5) sets forth the procedure by which filings may be deemed approved upon the expiration of certain time periods with no affirmative action by the commissioner. If the commissioner determines that additional information is needed to make a decision regarding approval, such request for information will be made to the company. The filing will not be considered complete until said additional information is received. The time periods set forth in this statute will not begin to run until the filing is complete.

Please feel free to contact me if you have questions.

Sincerely,

Donna Lambert

SERFF Tracking Number: HERT-127119799 State: Arkansas
Filing Company: United Heritage Life Insurance Company State Tracking Number: 49770
Company Tracking Number: RGCLTD-STD(08-2009)
TOI: H11G Group Health - Disability Income Sub-TOI: H11G.005 Combined Short Term and Long Term
Product Name: RGCLTD-STD(08-2009)
Project Name/Number: RGCLTD-STD(08-2009)/RGCLTD-STD(08-2009)

Response Letter

Response Letter Status Submitted to State
Response Letter Date 10/18/2011
Submitted Date 10/18/2011

Dear Donna Lambert,

Comments:

Thank you for reviewing this filing for United Heritage Life Insurance Company.

Response 1

Comments: The corresponding SOVL was modified to show a range of 20-90 days for the Notice of Claims provision. Claims to be Paid provision was revised to clarify that payment will be issued prior to the 30th day of each month.

Related Objection 1

Applies To:

- Group Long Term Disability Certificate, RGCLTD(08-2009)AR (Form)

Comment:

Notice of Claim, 1st and 2nd paragraph - Notice requirement cannot be less than 20 days.

Claim Payment - Payment must be made ever 30 days, not end of each month. Please add language in 23-86-108(6)(C).

Changed Items:

No Supporting Documents changed.

Form Schedule Item Changes

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score	Attach Document
Group Long Term Disability Certificate	RGCLTD(08-2009)AR		Certificate	Initial		0.000	RGCLTD(08-2009)AR.pdf
Previous Version							
Group Long Term	RGCLTD(Certificate	Initial		0.000	RGCLTD(

<i>SERFF Tracking Number:</i>	<i>HERT-127119799</i>	<i>State:</i>	<i>Arkansas</i>	
<i>Filing Company:</i>	<i>United Heritage Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>49770</i>	
<i>Company Tracking Number:</i>	<i>RGCLTD-STD(08-2009)</i>			
<i>TOI:</i>	<i>H11G Group Health - Disability Income</i>	<i>Sub-TOI:</i>	<i>H11G.005 Combined Short Term and Long Term</i>	
<i>Product Name:</i>	<i>RGCLTD-STD(08-2009)</i>			
<i>Project Name/Number:</i>	<i>RGCLTD-STD(08-2009)/RGCLTD-STD(08-2009)</i>			
<i>Disability Certificate</i>	<i>08-2009)AR</i>			<i>08-2009)AR.pdf</i>
Statement of Variable	SOVL	Other	Initial	0.000
Language Group Long	RGCLTD(RGCLTD(
Term Disability	08-			08-
Certificate	2009)AR			2009)AR.pdf
Previous Version				
Statement of Variable	SOVL	Other	Initial	0.000
Language Group Long	RGCLTD(RGCLTD(
Term Disability	08-			08-
Certificate	2009)AR			2009)AR.pdf

No Rate/Rule Schedule items changed.

Response 2

Comments: The corresponding SOVL was modified to show a range of 20-90 days for the Notice of Claims provision. Claims to be Paid provision was revised to clarify that payment will be issued prior to the 30th day of each month.

Related Objection 1

Applies To:

- Group Short Term Disability Certificate, RGCSTD(08-2009)AR (Form)

Comment:

Notice of Claim, 1st and 2nd paragraph - Notice requirement cannot be less than 20 days.

Claim Payment - Payment must be made ever 30 days, not end of each month. Please add language in 23-86-108(6)(C).

Changed Items:

No Supporting Documents changed.

Form Schedule Item Changes

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific	Readability Score	Attach Document
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<i>SERFF Tracking Number:</i>	<i>HERT-127119799</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>United Heritage Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>49770</i>
<i>Company Tracking Number:</i>	<i>RGCLTD-STD(08-2009)</i>		
<i>TOI:</i>	<i>H11G Group Health - Disability Income</i>	<i>Sub-TOI:</i>	<i>H11G.005 Combined Short Term and Long Term</i>
<i>Product Name:</i>	<i>RGCLTD-STD(08-2009)</i>		
<i>Project Name/Number:</i>	<i>RGCLTD-STD(08-2009)/RGCLTD-STD(08-2009)</i>		

				Data	
Group Short Term Disability Certificate	RGCSTD(08-2009)AR	Certificate	Initial	0.000	RGCSTD(08-2009)AR.pdf

Previous Version

Group Short Term Disability Certificate	RGCSTD(08-2009)AR	Certificate	Initial	0.000	RGCSTD(08-2009)AR.pdf
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Statement of Variable Language Group Short Term Disability Certificate	SOVL RGCSTD(08-2009)AR	Other	Initial	0.000	SOVL RGCSTD(08-2009)AR.pdf
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Previous Version

Statement of Variable Language Group Short Term Disability Certificate	SOVL RGCSTD(08-2009)AR	Other	Initial	0.000	SOVL RGCSTD(08-2009)AR.pdf
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No Rate/Rule Schedule items changed.

We have diligently tried to address your objections. Please contact us if you have further concerns. We look forward to your approval of our filing.

Sincerely,
Deanne Schildan

SERFF Tracking Number: *HERT-127119799* *State:* *Arkansas*
Filing Company: *United Heritage Life Insurance Company* *State Tracking Number:* *49770*
Company Tracking Number: *RGCLTD-STD(08-2009)*
TOI: *H11G Group Health - Disability Income* *Sub-TOI:* *H11G.005 Combined Short Term and Long Term*
Product Name: *RGCLTD-STD(08-2009)*
Project Name/Number: *RGCLTD-STD(08-2009)/RGCLTD-STD(08-2009)*

Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 09/20/2011
Submitted Date 09/20/2011
Respond By Date 10/20/2011

Dear Deanne Schildan,

This will acknowledge receipt of the captioned filing.

You have submitted seven forms for review. The fee for this filing is \$50 per form for a total of \$350. Please submit an additional \$100. We will begin our review of this submission upon receipt of the additional filing fee.

A.C.A. 23-79-109(1)-(5) sets forth the procedure by which filings may be deemed approved upon the expiration of certain time periods with no affirmative action by the commissioner. If the commissioner determines that additional information is needed to make a decision regarding approval, such request for information will be made to the company. The filing will not be considered complete until said additional information is received. The time periods set forth in this statute will not begin to run until the filing is complete.

Please feel free to contact me if you have questions.

Sincerely,

Donna Lambert

SERFF Tracking Number: *HERT-127119799* *State:* *Arkansas*
Filing Company: *United Heritage Life Insurance Company* *State Tracking Number:* *49770*
Company Tracking Number: *RGCLTD-STD(08-2009)*
TOI: *H11G Group Health - Disability Income* *Sub-TOI:* *H11G.005 Combined Short Term and Long Term*
Product Name: *RGCLTD-STD(08-2009)*
Project Name/Number: *RGCLTD-STD(08-2009)/RGCLTD-STD(08-2009)*

Response Letter

Response Letter Status Submitted to State
Response Letter Date 09/21/2011
Submitted Date 09/21/2011

Dear Donna Lambert,

Comments:

Thank you for reviewing this filing.

Response 1

Comments: I wasn't aware that the SOVL's (statements of variable language) were considered a separate form requiring a fee as they are really explanations for the actual forms. Additional fees requested have been submitted.

Changed Items:

No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Thanks again.

Sincerely,
Deanne Schildan

SERFF Tracking Number: *HERT-127119799* *State:* *Arkansas*
Filing Company: *United Heritage Life Insurance Company* *State Tracking Number:* *49770*
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Product Name: *RGCLTD-STD(08-2009)*
Project Name/Number: *RGCLTD-STD(08-2009)/RGCLTD-STD(08-2009)*

Note To Filer

Created By:

Donna Lambert on 09/22/2011 11:05 AM

Last Edited By:

Donna Lambert

Submitted On:

09/22/2011 11:05 AM

Subject:

Statement of Variability

Comments:

Variability Statements do not have to be filed for approval. They should be attached under the Supporting Documentation tab. Any form attached to the Form Schedule tab is counted as a form filed for approval and requires a filing fee. In the future attach all forms that do not have to be approved to the Supporting Documentation tab.

We will begin reviewing your submission.

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Product Name: RGCLTD-STD(08-2009)

Project Name/Number: RGCLTD-STD(08-2009)/RGCLTD-STD(08-2009)

Form Schedule

Lead Form Number: GCLTD(08-2009)

Schedule Item	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
Approved 10/18/2011	RGCLTD(08-2009)AR	Certificate	Group Long Term Disability Certificate	Initial		0.000	RGCLTD(08-2009)AR.pdf
Accepted for Information al Purposes 10/18/2011	SOVL RGCLTD(08-2009)AR	Other	Statement of Variable Language Group Long Term Disability Certificate	Initial		0.000	SOVL RGCLTD(08-2009)AR.pdf
Approved 10/18/2011	RGCSTD(08-2009)AR	Certificate	Group Short Term Disability Certificate	Initial		0.000	RGCSTD(08-2009)AR.pdf
Accepted for Information al Purposes 10/18/2011	SOVL RGCSTD(08-2009)AR	Other	Statement of Variable Language Group Short Term Disability Certificate	Initial		0.000	SOVL RGCSTD(08-2009)AR.pdf
Approved 10/18/2011	60-202NM(04-2010)	Application/ Enrollment Form	Group Long Term Disability Application	Initial		0.000	60-202NM(04-2010).pdf
Approved 10/18/2011	60-201NM(04-2010)	Application/ Enrollment Form	Group Short Term Disability Application	Initial		0.000	60-201NM(04-2010).pdf
Approved 10/18/2011	60-269DNM(04-2010)	Application/ Enrollment Form	Disability Simplified Medical Underwriting Application	Initial		0.000	60-269DNM(04-2010).pdf



IN CASE OF CONSUMER COMPLAINTS CONCERNING OR CONNECTED TO THIS POLICY, PLEASE CONTACT YOUR AGENT OR BROKER FOR ASSISTANCE, OR CONTACT:

UNITED HERITAGE LIFE INSURANCE COMPANY

P.O. BOX 7777

MERIDIAN, IDAHO 83680-7777

(208)-493-6100

(800) 657-6351

IF DISCUSSIONS WITH THE INSURER, OR ITS AGENT OR OTHER REPRESENTATIVE, OR BOTH, HAVE FAILED TO PRODUCE A SATISFACTORY RESOLUTION TO THE PROBLEM, YOU MAY CONTACT:

ARKANSAS INSURANCE DEPARTMENT

CONSUMER SERVICES DIVISION

1200 WEST THIRD STREET

LITTLE ROCK, AR 72201-1904

TELEPHONE NUMBER: 1-800-852-5494 OR 1-501-371-2540



UNITED HERITAGE LIFE INSURANCE COMPANY

707 E United Heritage Ct, Meridian, Idaho 83642-3527

P.O. Box 7777 - Meridian, Idaho 83680-7777

1-800-657-6351

CERTIFICATE OF INSURANCE

[Policyholder: ABC Policyholder]

[Policy Number: XXX-XXXXXXX]

[Policy Effective Date: DATE]

[Policy Anniversary Date: DATE]

1

[Participating Entity]

[Account Number: XXXXXXXX]

We have issued The Policy to the Policyholder. Our name, the Policyholder's name and The Policy Number are shown above. The provisions of The Policy, which are important to You, are summarized in this certificate consisting of this form and any additional forms which have been made a part of this certificate. This certificate replaces any other certificate We may have given to You earlier under The Policy. The Policy alone is the only contract under which payment will be made. Any difference between The Policy and this certificate will be settled according to the provisions of The Policy on file with Us at Our home office. The Policy may be inspected at the office of the Policyholder.

Signed for the Company

Marjorie A. Hopkins, Secretary

Dennis L. Johnson, President

2

Some terms and provisions contained in this Group Certificate may not apply to your policy. If you have questions regarding your benefits, see the Schedule of Insurance page or contact your Human Resources office or your Plan Administrator.

A note on capitalization in this certificate:

Capitalization of a term, not normally capitalized according to the rules of standard punctuation, indicates a word or phrase that is a defined term in The Policy or refers to a specific provision contained herein.

Table of Contents

[Section I	Schedule of Insurance	
Section II	Definitions	1
Section III	Eligibility and Enrollment	
Section IV	Period of Coverage	
Section V	Termination Provisions	
Section VI	Benefits	
Section VII	Exclusions and Limitations	
Section VIII	General Provisions]	

Section I

SCHEDULE OF INSURANCE

1

[The Policy of long term Disability insurance provides You with long term income protection if You become Disabled from a covered injury, Sickness or pregnancy. **Please refer to Your group enrollment form to see the Option that applies to You.**

The benefits described herein are those in effect as of DATE.

Cost of coverage:

Option 1 - You do not contribute toward the cost of coverage under Option 1.

Option 2 - You must contribute toward the cost of coverage under Option 2.

Module Number 1.01

Eligible Class(es) for Coverage: All Full-time and Part-time Active Employees who are citizens or legal residents of the United States, its territories and protectorates; excluding temporary, leased or seasonal employees.

Full-time Employment: at least # hours weekly

Part-time Employment: at least # hours weekly, but less than # hours weekly

Module Number 1.02

Annual Enrollment Period: MONTH & DAY through MONTH & DAY.

Module Number 1.03

Maximum Monthly Benefit: \$XXXXXXX

Module Number 1.04

Guaranteed Issue Amount: \$XXXXXXX

Module Number 1.05

Minimum Monthly Benefit: the greater of:

1) \$ # ; or

2) # % of the benefit based on Monthly Income Loss before the deduction of Other Income Benefits.

[In no event will the Minimum Monthly Benefit be less than \$50.00.]

Module Number 1.06-

AR

Initial Benefit Period Percentage:

Option 1: #%

Option 2: #%

Module Number 1.07

Continuing Benefit Period Percentage:

Option 1: #% of Pre-disability Earnings

Option 2: #% of Pre-disability Earnings

Module Number 1.08

Eligibility Waiting Period for Coverage:

Option 1: X days/weeks/months of continuous service

Option 2: X days/weeks/months of continuous service

You will be eligible for coverage on the first day of the month on or next following the date on which You complete the Eligibility Waiting Period for Coverage.

The Eligibility Waiting Period for Coverage will be reduced by the period of time You were a Full-time or Part-time Active Employee with the Employer in an eligible class under the Prior Policy.

Module Number 1.09

Elimination Period:

Option 1: X day(s)

Option 2: X day(s)

Module Number 1.10

RGCLTD(08-2009)AR

Section I

SCHEDULE OF INSURANCE

Maximum Duration of Benefits Table

Age When Disabled	Benefits Payable
Prior to Age 62	To Age 65, or for 48 months, if greater
Age 62	48 months
Age 63	42 months
Age 64	36 months
Age 65	30 months
Age 66	27 months
Age 67	24 months
Age 68	21 months
Age 69 and over	18 months]

Module Number 1.11

[Disclosure of Fees:

We may reduce or adjust premiums, rates, fees and/or other expenses for programs under The Policy.

[Disclosure of Services:

In addition to the insurance coverage, We may offer noninsurance benefits and services to [Active [Employees]].

[Disclosure of Payment to [the Policyholder]

We [have agreed to] make payment to [the Policyholder] for reimbursement of cost(s) associated with [:

- 1) audit;
- 2) marketing communication services; and
- 3) [other] administrative expenses.]]

Module Number 1.12

Section II DEFINITIONS

[Actively at Work]	means at work with [the Employer] on a day that is one of [the Employer's] scheduled workdays. On that day, You must be performing for wage or profit all of the regular duties of Your Occupation:	
	1) in the usual way; and 2) for [Your usual number of hours.]	1
	[We will consider You Actively at Work on a day that is not a scheduled work day only if You were Actively at Work on the preceding scheduled work day.]	2
Module Number 2.01		
Active [Employee]	means [an employee who works for the Employer on a regular basis in the usual course of the Employer's business. This must be at least the number of hours shown in the Schedule of Insurance.]	1
Module Number 2.02		
Any Occupation	means any occupation for which You are qualified by education, training or experience, [and that has an earnings potential greater than the lesser of:	1
	1) [the product of Your Indexed Pre-disability Earnings and the [Initial] Benefit Period Percentage]; or	2,3
	2) [the Maximum Monthly Benefit.]]	4
Module Number 2.03		
Bonuses	means the [monthly average of monetary] bonuses You received from [the Employer] [over:	1,2 3,4
	1) the [X month] period ending [immediately prior to the date] You became Disabled; or	5
	2) the period of time You worked for [the Employer,] if shorter than [the above period/X months.]]	
Module Number 2.04		
Commissions	means the [monthly average of monetary] commissions You received from [the Employer] [over:	1,2 3,4
	1) the [X month] period ending [immediately prior to the date] You became Disabled; or	5
	2) the period of time You worked for [the Employer], if shorter than [the above period/X months.]]	
Module Number 2.05		
[Current Monthly Earnings]	means [Monthly] earnings You receive from:	1
	1) [the Employer; and 2) other employment;]	
	while You are Disabled.	
	[However, if the other employment is a job You held in addition to Your job with the Employer, then during any period that You are entitled to benefits for being Disabled from Your Occupation, only the portion of Your earnings that exceed Your average earnings from the other employer over the [6 month] period just before You became Disabled will count as Current [Monthly] Earnings.]	2 3
	[Current [Monthly] Earnings also includes the pay You could have received for another job or a modified job if:	4
	1) such job was offered to You by the Employer, or another employer, and You refused the offer; and	
	2) the requirements of the position were consistent with: a) Your education, training and experience; and b) Your capabilities as medically substantiated by Your Physician.]	

Module Number 2.06

Section II DEFINITIONS

Disability or Disabled

means You are prevented from performing one or more of the Essential Duties of Any Occupation as a result of:

- 1) accidental bodily injury;
- 2) Sickness;
- 3) Mental Illness;
- 4) Substance Abuse; or
- 5) pregnancy.]

Module Number 2.07.1

Disability or Disabled

means You are prevented from performing one or more of the Essential Duties of:

- 1) Your Occupation [or a Reasonable Alternative Job offered to You by the Employer,] during the Elimination Period; and 1
- 2) Your Occupation [or a Reasonable Alternative Job offered to You by the Employer,] following the Elimination Period, and as a result Your Current Monthly Earnings are [less than 80%] of Your [Indexed] Pre-disability Earnings. 2 3 4

If at the end of the Elimination Period, You are prevented from performing one or more of the Essential Duties of Your Occupation, [or a Reasonable Alternative Job offered to You by the Employer,] but Your Current Monthly Earnings are [equal to or greater than 80%] of Your Pre-disability Earnings, Your Elimination Period will be extended for a total period of [12 months] from the original date of Disability, or until such time as Your Current Monthly Earnings are [less than 80%] of Your Pre-disability Earnings, whichever occurs first. [For the purposes of extending Your Elimination Period, Your Current Monthly Earnings will not include the pay You could have received for another job or a modified job if such job was offered to You by the Employer, or another employer, and You refused the offer.] 5 6 7 8 9

Your Disability must result from:

- 1) accidental bodily injury;
- 2) Sickness;
- 3) Mental Illness;
- 4) Substance Abuse; or
- 5) pregnancy.

[Your failure to pass a physical examination required to maintain a license to perform the duties of Your occupation, [or a Reasonable Alternative Job offered to You by the Employer,] alone, does not mean that You are Disabled.] 10 11

[Reasonable Alternative Job] means a job with the Employer, within the same general location, the Essential Duties of which You are able to perform, and which considers Your prior education, training or experience, and with a rate of pay [equal to or greater than 80%] of Your [Indexed] Pre-disability Earnings.] 12 13,14

Module Number 2.07.2

Disability or Disabled

means You are prevented from performing one or more of the Essential Duties of:

- 1) Your Occupation during the Elimination Period;
- 2) Your Occupation, for the [24 months] following the Elimination Period, and as a result Your Current Monthly Earnings are [less than 80%] of Your [Indexed] Pre-disability Earnings; 1 2,3
- 3) Your Occupation [or a Reasonable Alternative Job offered to You by the Employer] after that, [for the next 12 months]; and 4 5
- 4) after that, Any Occupation .

If at the end of the Elimination Period, You are prevented from performing one or more of the Essential Duties of Your Occupation, [or a Reasonable Alternative Job offered to You by the Employer,] but Your Current Monthly Earnings are [equal to or greater than 80%] of Your Pre-disability Earnings, Your Elimination Period will be extended for a total period of [12 months] from the original date of Disability, or until such time as Your Current Monthly 6 7 8 9

Section II DEFINITIONS

Earnings are [less than 80%] of Your Pre-disability Earnings, whichever occurs first. [For the purposes of extending Your Elimination Period, Your Current Monthly Earnings will not include the pay You could have received for another job or a modified job if such job was offered to You by the Employer, or another employer, and You refused the offer.] 10

Your Disability must be the result of:

- 1) accidental bodily injury;
- 2) Sickness;
- 3) Mental Illness;
- 4) Substance Abuse; or
- 5) pregnancy.

[Your failure to pass a physical examination required to maintain a license to perform the duties of Your Occupation, [or a Reasonable Alternative Job offered to You by the Employer,] alone, does not mean that You are Disabled.] 11,12

[Reasonable Alternative Job] means a job with the Employer, within the same general location, the Essential Duties of which You are able to perform, and which considers Your prior education, training or experience, and with a rate of pay [equal to or greater than 80%] of Your [Indexed] Pre-disability Earnings.]] 13
14, 15

Module Number 2.07.3

[Disability or Disabled]

means You are prevented from performing one or more of the Essential Duties of:

- 1) Your Occupation [or a Reasonable Alternative Job offered to You by the Employer] during the Elimination Period; 1
- 2) Your Occupation [or a Reasonable Alternative Job offered to You by the Employer] [for the 24 months] following the Elimination Period, and as a result Your Current Monthly Earnings are [less than 80%] of Your [Indexed] Pre-disability Earnings; and 2,3
4, 5
- 3) after that, Any Occupation.

If at the end of the Elimination Period, You are prevented from performing one or more of the Essential Duties of Your Occupation [or a Reasonable Alternative Job offered to You by the Employer,] but Your Current Monthly Earnings are [equal to or greater than 80%] of Your Pre-disability Earnings, Your Elimination Period will be extended for a total period of [12 months] from the original date of Disability, or until such time as Your Current Monthly Earnings are [less than 80%] of Your Pre-disability Earnings, whichever occurs first. [For the purposes of extending Your Elimination Period, Your Current Monthly Earnings will not include the pay You could have received for another job or a modified job if such job was offered to You by the Employer, or another employer, and You refused the offer.] 6
7
8
9
10

Your Disability must result from:

- 1) accidental bodily injury;
- 2) Sickness;
- 3) Mental Illness;
- 4) Substance Abuse; or
- 5) pregnancy.

[Your failure to pass a physical examination required to maintain a license to perform the duties of Your Occupation [or a Reasonable Alternative Job offered to You by the Employer,] alone, does not mean that You are Disabled.] 11
12

[Reasonable Alternative Job] means a job with the Employer, within the same general location, the Essential Duties of which You are able to perform, and which considers Your prior education, training or experience, and with a rate of pay [equal to or greater than 80%] of Your [Indexed] Pre-disability Earnings.]] 13
14, 15

Module Number 2.07.4

Section II DEFINITIONS

Elimination Period	means the [longer of the] number of consecutive days at the beginning of any one period of Disability which must elapse before benefits are payable [or the expiration of any Employer sponsored short term Disability benefits or salary continuation program, excluding benefits required by state law].	1 2
Module Number 2.08 Employer	means the [Policyholder].	1
Module Number 2.09 Essential Duty	means a duty that: <ol style="list-style-type: none"> 1) is substantial, not incidental; 2) is fundamental or inherent to the occupation; and 3) cannot be reasonably omitted or changed. Your ability to work the number of hours in Your regularly scheduled work week is an Essential Duty. [However, working more than [X] hours per week is not an Essential Duty.]	1
Module Number 2.10 Indexed Pre-disability Earnings	means Your Pre-disability Earnings adjusted annually by adding the lesser of: <ol style="list-style-type: none"> 1) [10%;] or 2) the percentage change in the Consumer Price Index (CPI-W). <p>The percentage change in the CPI-W means the difference between the current year's CPI-W as of July 31, and the prior year's CPI-W as of July 31, divided by the prior year's CPI-W. The adjustment is made January 1st each year after You have been Disabled for [12 consecutive months,] provided You are receiving benefits at the time the adjustment is made. [A maximum of [5] adjustments may be made.]</p> <p>The term Consumer Price Index (CPI-W) means the index for Urban Wage Earners and Clerical Workers published by the United States Department of Labor. It measures on a periodic (usually monthly) basis the change in the cost of typical urban wage earners' and clerical workers' purchase of certain goods and services. If the index is discontinued or changed, We may use another nationally published index that is [comparable to the CPI-W].</p>	1 2 3 4 5
Module Number 2.11 Mental Illness	means a mental disorder as listed in the current version of the Diagnostic and Statistical Manual of Mental Disorders, published by the American Psychiatric Association. A Mental Illness may be caused by biological factors or result in physical symptoms or manifestations.	
	For the purpose of The Policy, Mental Illness does not include the following mental disorders outlined in the Diagnostic and Statistical Manual of Mental Disorders: <ol style="list-style-type: none"> 1) Mental Retardation; 2) Pervasive Developmental Disorders; 3) Motor Skills Disorder; 4) Substance-Related Disorders; 5) Delirium, Dementia, and Amnesic and Other Cognitive Disorders; or 6) Narcolepsy and Sleep Disorders related to a General Medical Condition. 	
Module Number 2.12 [Monthly] Benefit	means a [monthly] sum payable to You while You are Disabled, subject to the terms of The Policy. [Your Benefit will be paid according to the [9] month pay schedule established by Your employment contract in effect immediately prior to the date of Your Disability.]	1, 2
Module Number 2.13 Monthly Income Loss	means Your Pre-disability Earnings minus Your Current Monthly Earnings.	
Module Number 2.14		

Section II DEFINITIONS

Other Income Benefits

- means the amount of any benefit for loss of income, provided to You [or to Your family], as a result of the period of Disability for which You are claiming benefits under The Policy. This includes any such benefits for which You [or Your family] are eligible or that are paid to You, [to Your family] or to a third party on Your behalf, pursuant to any:
- 1) [temporary, permanent disability, or impairment benefits under a Workers' Compensation Law, the Jones Act, occupational disease law, similar law or substitutes or exchanges for such benefits;] 4
 - 2) governmental law or program that provides disability or unemployment benefits as a result of Your job with the Employer;
 - 3) plan or arrangement of coverage, [other than income from any accumulated sick time, salary continuation or paid time off,] whether insured or not, which is received from the Employer as a result of employment by or association with the Employer or which is the result of membership in or association with any group, association, union or other organization; 5
 - 4) [any income You received from the Employer as a result of any accumulated sick time salary continuation or paid time off, which causes the Monthly Benefit, plus Other Income Benefits to exceed [X%] of Your Monthly Earnings. The amount in excess of [X%] of Your Monthly Earnings will be used to reduce the Monthly Benefit.] 6, 7, 8, 9
 - 5) [individual insurance policy where the premium is wholly or partially paid by the Employer;] 10
 - 6) [mandatory "no-fault" automobile insurance plan;]
 - 7) disability benefits under:
 - a) the United States Social Security Act or alternative plan offered by a state or municipal government;
 - b) the Railroad Retirement Act;
 - c) the Canada Pension Plan, the Canada Old Age Security Act, the Quebec Pension Plan or any provincial pension or disability plan; or
 - d) similar plan or act; 11
 that You, [Your spouse and/or children,] are eligible to receive because of Your Disability; or
 - 8) disability benefit from the Department of Veterans Affairs, or any other foreign or domestic governmental agency:
 - a) that begins after You become Disabled; or
 - b) that You were receiving before becoming Disabled, but only as to the amount of any increase in the benefit attributed to Your Disability.

Other Income Benefits also means any payments that are made to You or to Your family, or to a third party on Your behalf, pursuant to any:

- 1) disability benefit under the Employer's Retirement plan; 12
- 2) [temporary, permanent disability or impairment benefits under a Workers' Compensation Law, the Jones Act, occupational disease law, similar law or substitutes or exchanges for such benefits;]
- 3) portion of a settlement or judgment, minus associated costs, of a lawsuit that represents or compensates for Your loss of earnings; or
- 4) retirement benefit from a Retirement Plan that is wholly or partially funded by employer contributions, unless:
 - a) You were receiving it prior to becoming Disabled; or
 - b) You immediately transfer the payment to another plan qualified by the United States Internal Revenue Service for the funding of a future retirement; (Other Income Benefits will not include the portion, if any, of such retirement benefit that was funded by Your [after-tax] contributions.); or 13
- 5) retirement benefits under:
 - a) the United States Social Security Act or alternative plan offered by a state or municipal government;
 - b) the Railroad Retirement Act;
 - c) the Canada Pension Plan, the Canada Old Age Security Act, the Quebec

Section II DEFINITIONS

Pension Plan or any provincial pension or disability plan;
d) similar plan or act; 14
that You, [Your spouse and children] receive because of Your retirement, unless
You were receiving them prior to becoming Disabled.]

15
[If You are paid Other Income Benefits in a lump sum or settlement, You must provide
proof satisfactory to Us of:
1) the amount attributed to loss of income; and
2) the period of time covered by the lump sum or settlement.

We will pro-rate the lump sum or settlement over this period of time. If You cannot or do 16
not provide this information, We will assume the entire sum to be for loss of income, [and
the time period to be 24 months.] We may make a retroactive allocation of any
retroactive Other Income Benefit. A retroactive allocation may result in an overpayment of
Your claim.

The amount of any increase in Other Income Benefits will not be included as Other
Income Benefits if such increase:
1) takes effect after the date benefits become payable under The Policy; and
2) is a general increase which applies to all persons who are entitled to such
benefits.]

Module Number 2.15

Section II DEFINITIONS

Participating [Employer]	means [an Employer who agrees to participate in the Trust, pays the required contribution for the Active Employees and is a participant in accordance with the provisions of The Policy.]	1
Module Number 2.16 Physician	means a person who is: <ul style="list-style-type: none"> 1) a doctor of medicine, osteopathy, psychology or other legally qualified practitioner of a healing art that We recognize or are required by law to recognize; 2) licensed to practice in the jurisdiction where care is being given; 3) practicing within the scope of that license; and 4) not You or Related to You by blood or marriage. 	
Module Number 2.17 Pre-disability Earnings	means, [for sole proprietor, partners, members of a limited liability company taxable as a partnership under the federal income tax laws, or share holders in a S-Corporation]: <ul style="list-style-type: none"> 1) the [monthly] average of earnings reported as "net earnings from self-employment" for federal income tax purposes for: <ul style="list-style-type: none"> a) the [X tax] year(s) just prior to the date of Disability; or b) the number of months You were employed in this capacity, if less than above period; and 2) [not] contributions You make through a salary reduction agreement with the Employer to: <ul style="list-style-type: none"> a) an Internal Revenue Code (IRC) Section 401(k), 403(b) or 457 deferred compensation arrangement; b) an executive non-qualified deferred compensation arrangement; or c) a salary reduction arrangement under an IRC Section 125 plan, for the same period as above. Pre-disability Earnings [does not] include [bonuses, commissions, tips and tokens,] dividends, capital gains and returns of capital.	1 2 3 4 5,6
Module Number 2.18.1 Pre-disability Earnings	means, [for specific class description if applicable] Your average [monthly] rate of pay, [including Bonuses, Commissions and Tips and Tokens], from the Employer for the [X] calendar year(s) ending immediately before the date You become Disabled, or over the number of calendar months of employment, if less than this period: <ul style="list-style-type: none"> 1) [not] including contributions you make through a salary reduction agreement with the Employer to: <ul style="list-style-type: none"> a) an Internal Revenue Code (IRC) Section 401(k), 403(b) or 457 deferred compensation arrangement; b) an executive non qualified deferred compensation arrangement; or c) a salary reduction arrangement under an IRC Section 125 plan; and 2) [not] including [bonuses, commissions, tips and tokens] overtime pay or expense reimbursements for the same period as above. 	1,2 3, 4 5 6,7

Module Number 2.18.2

Section II DEFINITIONS

Pre-disability Earnings	means, [for specific class description if applicable], Your regular [monthly] rate of pay, [including Bonuses, Commissions and Tips and Tokens], 1) [not] including contributions you make through a salary reduction agreement with the Employer to: a) an Internal Revenue Code (IRC) Section 401(k), 403(b) or 457 deferred compensation arrangement; b) an executive non qualified deferred compensation arrangement; or c) a salary reduction arrangement under an IRC Section 125 plan; and 2) [not] including [bonuses, commissions and tips and tokens] overtime pay or expense reimbursements for the same period as above.]	1,2 3 4 5,6
	[However, if You are an hourly paid Employee, Pre-disability Earnings means the product of: 1) the average number of hours You worked per month, not including overtime, over the most recent 12 month period immediately prior to the last day You were Actively at Work before You became Disabled, multiplied by; 2) Your hourly wage in effect on the last day You were Actively at Work before You became Disabled.]	7
Module Number 2.18.3 [Prior Policy]	means the [long term disability insurance] carried by [the Employer] on the day before the [Policy] Effective Date.	1,2
Module Number 2.19 Regular Care of a Physician	means that You are being treated by a Physician: 1) whose medical training and clinical experience are suitable to treat Your disabling condition; and 2) whose treatment is: a) consistent with the diagnosis of the disabling condition; b) according to guidelines established by medical, research, and rehabilitative organizations; and c) administered as often as needed; to achieve the maximum medical improvement.	
Module Number 2.20 Rehabilitation	means a process of Our working together with You in order for Us to plan, adapt, and put into use options and services to meet Your return to work needs. A Rehabilitation program may include, when We consider it to be appropriate, [any necessary and feasible: 1) vocational testing; 2) vocational training; 3) alternative treatment plans such as: a) support groups; b) physical therapy; c) occupational therapy; or d) speech therapy; 4) work-place modification to the extent not otherwise provided; 5) job placement; 6) transitional work; and 7) similar services.]	1
Module Number 2.21 Related	means Your spouse or other adult living with You, sibling, parent, step-parent, grandparent, aunt, uncle, niece, nephew, son, daughter, or grandchild [or similar relationship in law].]	1
Module Number 2.22		

Section II DEFINITIONS

Module Number 2.23	[Retirement Plan]	means a defined benefit or defined contribution plan that provides benefits for Your retirement and which is not funded wholly by Your contributions. It does not include:	
		<ol style="list-style-type: none"> 1) [a profit sharing plan; 2) thrift, savings or stock ownership plans; 3) a non-qualified deferred compensation plan; or 4) an individual retirement account (IRA), a tax sheltered annuity (TSA), Keogh Plan, 401(k) plan, 403(b) plan or 457 deferred compensation arrangement.] 	1
Module Number 2.23	Substance Abuse	means the pattern of pathological use of alcohol or other psychoactive drugs and substances characterized by:	
		<ol style="list-style-type: none"> 1) impairments in social and/or occupational functioning; 2) debilitating physical condition; 3) inability to abstain from or reduce consumption of the substance; or 4) the need for daily substance use to maintain adequate functioning. 	
		[Substance includes alcohol and drugs but excludes tobacco and caffeine.]	1
Module Number 2.24	The Policy	means the policy which We issued to [The Policyholder under the policy number] shown on the face page.	1
Module Number 2.25	Tips [and Tokens]	means the [monthly average of monetary] tips and tokens You received from [the Employer] [over:	1,2,3
		<ol style="list-style-type: none"> 1) the [X month] period ending [immediately prior to the date] You became Disabled; or 2) the period of time You worked for [the Employer], if shorter than [the above period/X months.]] 	4,5 6
Module Number 2.26	Trust	means [the trust fund established by XXX.]	1
Module Number 2.27	We, Our, or Us	means [the insurance company named on the face page of The Policy.]	1
Module Number 2.28	Your Occupation	means Your Occupation as it is recognized in the general workplace. Your Occupation does not mean the specific job You are performing for a specific employer or at a specific location.	
		[If You are a Physician or dentist, Your Occupation means the general or sub-specialty in which You are practicing for which there is a specialty or sub-specialty recognized by the American Board of Medical Specialties. If the sub-specialty in which You are practicing is not recognized by the American Board of Medical Specialties, You will be considered practicing in the general specialty category.]	1
		[If You are an attorney, Your Occupation means the legal specialty or specialties in which You have practiced in the five year period preceding Your becoming Disabled. If You have been in legal practice for less than five years, Your Occupation means the legal specialty or specialties in which You have practiced in the period preceding Your Disability.]	2
Module Number 2.29	You or Your	means the person to whom this certificate is issued.]	
Module Number 2.30			

Section III

ELIGIBILITY AND ENROLLMENT

Eligible Persons: <i>Who is Eligible for Coverage?</i>	All persons in the class or classes shown in the Schedule of Insurance will be considered Eligible Persons.	
Module Number 3.01		
Eligibility for Coverage: <i>When will I become Eligible?</i>	<p>You will become eligible for coverage on the later of:</p> <ol style="list-style-type: none"> 1) the [Policy] Effective Date ; [or 2) the date on which You complete the Eligibility Waiting Period for Coverage. <p>See the Schedule of Insurance for the Eligibility Waiting Period for Coverage.]</p>	1
Module Number 3.02		
Enrollment: <i>How do I enroll for coverage?</i>	<p>[For coverage under Option 1, all eligible Active Employees will be enrolled automatically by the Employer.</p> <p>For coverage under Option 2, You must enroll.] To enroll [for coverage]You must:</p> <ol style="list-style-type: none"> 1) complete and sign a group insurance enrollment form which is satisfactory to Us; and 2) deliver it to the Employer. <p>[You have the option to enroll by voice recording or electronically. Your Employer will provide instructions.]</p> <p>[If You do not enroll within [31 days] after becoming eligible under The Policy, or if You were eligible to enroll under the Prior Policy and did not do so, and later choose to enroll [or if You enroll for a Monthly Benefit Amount greater than the Guaranteed Issue Amount]:]</p> <ol style="list-style-type: none"> 1) You must give Us Evidence of Insurability satisfactory to Us; and 2) [You may only enroll: <ol style="list-style-type: none"> a) during an [Annual Enrollment Period] designated by the Policyholder; or b) within [31 days] of the date You have a Change in Family Status.] <p>[The dates of the [Annual Enrollment Period] are shown in the Schedule of Insurance.]</p>	1 2 3 4, 5 6 7 8 9
Module Number 3.03		
Evidence of Insurability: <i>What is Evidence of Insurability?</i>	<p>Evidence of Insurability may include, but will not be limited to:</p> <ol style="list-style-type: none"> 1) [a completed and signed application approved by Us; 2) a medical examination; 3) an attending Physician's statement; and 4) any additional information We may require.] <p>All Evidence of Insurability will be furnished at [Your] expense. We will then determine if You are insurable under The Policy.</p>	1 2
Module Number 3.04		
Change in Family Status: <i>What constitutes a Change in Family Status?</i>	<p>A Change in Family Status means:</p> <ol style="list-style-type: none"> 1) [You get married [or You execute a domestic partner affidavit]; 2) You and Your Spouse divorce [or You terminate a domestic partnership]; 3) Your child is born or You adopt or become the legal guardian of a child; 4) Your spouse [or domestic partner] dies; 5) Your child is no longer financially dependent on You or dies; 6) Your spouse is no longer employed, which results in a loss of group insurance; or 7) You have a change in classification from part-time to full-time or from full-time to part-time.] 	1
Module Number 3.05		

Section IV PERIOD OF COVERAGE

Effective Date: <i>When does my coverage start?</i>	[If You are not required to contribute toward The Policy's cost,] Your coverage will start:	1
	1) [for benefit amounts not requiring Evidence of Insurability,] on the date You become eligible; or	2
	2) [for benefit amounts requiring Evidence of Insurability, on the date We approve such evidence.]	3
	[If You must contribute toward The Policy's cost,] Your coverage will start on the earliest of:	4 5,6
	1) [the date] You become eligible, [for benefit amounts not requiring Evidence of Insurability,] if You enroll or have enrolled by then;	7,8
	2) [the date] on which You enroll, [for benefit amounts not requiring Evidence of Insurability,] if You do so within [31 days] after the date You are eligible;	9 10,11
	3) [[the date] We approve Your Evidence of Insurability, for benefit amounts requiring Evidence of Insurability; or]	12,13
	4) [the first day of the month following the Annual Enrollment Period if You enroll, [for benefit amounts not requiring Evidence of Insurability,] during an Annual Enrollment Period.]	
Module Number 4.01		
Deferred	If You are absent from work due to:	
Effective Date: <i>Will my coverage start or an increase in my coverage take effect if I am not Actively at Work on the date my coverage is to start or increase?</i>	1) accidental bodily injury;	1
	2) Sickness;	2
	3) Mental Illness;	3
	4) Substance Abuse; or	
	5) [pregnancy;]	1
	on the date Your insurance [or increase in coverage] would otherwise have become effective, Your insurance, [or increase in coverage] will not become effective until You are Actively at Work one full day.	2 3
Module Number 4.02		
[Changes in Coverage: Can I change my benefit option?	[You may change Your benefit option only:	1
	1) during an Annual Enrollment Period; or	2
	2) within [31 days] of a Change in Family Status.	3
	At such time] You may decrease coverage, or increase coverage to a higher option. [An increase in coverage [that is greater than the next higher option from Your current coverage] will be subject to Your submission of an application that meets Our approval.]]	4
Module Number 4.03		
<i>[When will a requested change in benefit option take effect?</i>	[If You enroll for a change in benefit option during an Annual Enrollment Period, the change will take effect on the later of:	5
	1) [the first day of the month following the Annual Enrollment Period;] or	6
	2) [the date We approve Your Evidence of Insurability if You are required to submit Evidence of Insurability.]]	7
	[If You enroll for a change in benefit option within [31 days] following a Change in Family Status, the change will take effect on the later of:	8, 9
	1) the date You enroll for the change; or	
	2) [the date We approve Your Evidence of Insurability if You are required to submit Evidence of Insurability.]]	10
	[Any such increase in coverage is subject to the following provisions:	11
	1) Deferred Effective Date; and	
	2) Pre-existing Conditions Limitations.]]	

Module Number 4.03a

Section IV

PERIOD OF COVERAGE

<i>Do coverage amounts change if there is a change in [my class or] my rate of pay?</i>	<p>Your coverage may increase or decrease on the date there is a change in [Your class or] Pre-disability Earnings. However, no increase in coverage will be effective unless on that date You:</p> <ol style="list-style-type: none"> 1) are an Active Employee; and 2) are not absent from work due to being Disabled. <p>If You were so absent from work, the effective date of such increase will be deferred until You are Actively at Work for one full day.</p>	12
		13
<p>Module Number 4.03b</p> <p><i>What happens if the Employer changes the Policy?</i></p>	<p>Any increase or decrease in coverage because of a change in The Policy will become effective on the date of the change, [subject to the following provisions:</p> <ol style="list-style-type: none"> 1) the Deferred Effective Date provision; and 2) Pre-existing Conditions Limitations.] 	14
<p>Module Number 4.03c</p> <p>Continuity From A Prior Policy: <i>Is there continuity of coverage from a Prior Policy?</i></p>	<p>[If You were:</p> <ol style="list-style-type: none"> 1) insured under the Prior Policy; and 2) not eligible to receive benefits under the Prior Policy; <p>on the day before the [Policy] Effective Date, the Deferred Effective Date provision will not apply.]</p>	1
<p>Module Number 4.04</p> <p><i>Is my coverage under The Policy subject to the Pre-existing Condition Limitation?</i></p>	<p>[If You become insured under The Policy on the [Policy] Effective Date and were covered under the Prior Policy on the day before the [Policy] Effective Date, the Pre-existing Conditions Limitation will end on the earliest of :</p> <ol style="list-style-type: none"> 1) the [Policy] Effective Date, if Your coverage for the Disability was not limited by a pre-existing condition restriction under the Prior Policy; or 2) the date the restriction would have ceased to apply had the Prior Policy remained in force, if Your coverage was limited by a pre-existing condition limitation under the Prior Policy. 	2
		3
	<p>[The amount of the [Monthly] Benefit payable for a Pre-existing Condition in accordance with the above paragraph will be the lesser of:</p> <ol style="list-style-type: none"> 1) the [Monthly] Benefit which was paid by the Prior Policy; or 2) the [Monthly] Benefit provided by The Policy.] <p>The Pre-existing Conditions Limitation will apply after the [Policy] Effective Date to the amount of a benefit increase which results from a change from the Prior Policy to The Policy, a change in benefit options, a change of class or a change in The Policy.]</p>	
<p>Module Number 4.04a</p> <p><i>Do I have to satisfy an Elimination Period under The Policy if I was Disabled under the Prior Policy?</i></p>	<p>If You received [monthly] benefits for disability under the Prior Policy, and You returned to work as a [Full-time] Active Employee [before The [Policy] Effective Date], then, if within [6 months] of Your return to work:</p> <ol style="list-style-type: none"> 1) You have a recurrence of the same disability while covered under The Policy; and 2) there are no benefits available for the recurrence under the Prior Policy; <p>the Elimination Period, which would otherwise apply, will be waived if the recurrence would have been covered without any further elimination period under the Prior Policy.</p>	4,5,6

Module Number 4.04b

Section V

TERMINATION PROVISIONS

Termination:
When will my
coverage stop?

Your coverage will end on the earliest of the following:

- | | |
|--|-----|
| 1) [the date] The Policy terminates; | 1 |
| 2) [[the date] The Policy no longer insures Your class;] | 2,3 |
| 3) [the date] premium payment is due but not paid by the Employer; | 4 |
| 4) [the last day of the period for which You make any required premium contribution;] | 5 |
| 5) [the last day of the month on or next following the month in which Your Employer terminates Your employment;] | 6 |
| 6) [the date] You cease to be a [Full-time] Active Employee in an eligible class for any reason, unless coverage is extended under the Continuation Provisions; or | 7,8 |
| 7) [the date Your Employer ceases to be a Participating Employer]. | 9 |

Module Number 5.01

**Continuation
Provisions:** Can
my insurance be
continued?

Your coverage can be continued by Your Employer beyond a date shown in the Termination provision, if Your Employer provides a plan of continuation which applies to all employees the same way. Continued coverage:

- | | |
|--|---|
| 1) is subject to any reductions in the Policy; | |
| 2) is subject to payment of premium [by the Employer;] and | 1 |
| 3) terminates when the Policy terminates, [coverage for Your class terminates or Your Employer ceases to be a Participating Employer.] | 2 |

In any event, Your benefit level, or the amount of earnings upon which Your benefits may be based, will be that in effect on the day before Your coverage was continued. Coverage may be continued in accordance with the above restrictions and as described below:

[<u>Leave of Absence</u> : If You are on a documented [medical] leave of absence, other than Family or Medical Leave, Your coverage may be continued [until the last day of the month in which] the leave of absence commenced. If the leave terminates prior to the agreed upon date, this continuation will cease immediately.]	3,4 5
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[<u>Lay-off</u> : If You are temporarily laid off by the Employer due to lack of work, Your coverage may be continued [until the last day of the month in which] the lay-off commenced. If the lay-off becomes permanent, this continuation will cease immediately.]	6 7
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[<u>Family Medical Leave</u> : If You are granted a leave of absence, in writing, according to the Family and Medical Leave Act of 1993, or other applicable state or local law, Your coverage may be continued for up to [12 weeks, or longer if required by other applicable law,] following the date Your leave commenced. If the leave terminates prior to the agreed upon date, this continuation will cease immediately.]	8 9
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[<u>General Work Stoppage</u> (including a strike or lockout): If Your employment terminates due to a cessation of active work as the result of a general work stoppage (including a strike or lockout), Your coverage shall be continued during the work stoppage [until the last day of the month in which] the coverage terminated. If the work stoppage ends, this continuation will cease immediately.]	10 11
---	----------

[<u>Sabbatical</u> : If You are on a documented [paid] sabbatical, Your coverage may be continued [until the last day of the month in which] the sabbatical commenced. If the sabbatical terminates prior to the agreed upon date, this continuation will cease immediately.]	12,13 14
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[<u>Military Leave of Absence</u> : If You enter active military service and are granted a military leave of absence in writing, Your coverage may be continued for up to [8 weeks]. [If the leave ends prior to the agreed upon date, this continuation will cease immediately.]]	15 16,17 17
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Module Number 5.02

Section V

TERMINATION PROVISIONS

Coverage while Disabled: *Does my insurance continue while I am Disabled and no longer an Active Employee?*

Module Number 5.03

Waiver of

Premium: *Am I required to pay Premiums while I am Disabled?*

Module Number 5.04

Extension of Benefits for

Disability: *Do my benefits continue if the Policy terminates?*

Module Number 5.05

If You are Disabled and You cease to be an Active Employee, Your insurance will be continued:

- 1) [during the Elimination Period while You remain Disabled by the same Disability; and
- 2) after the Elimination Period for as long as You are entitled to benefits under The Policy.]

1

No premium will be due for You:

- 1) [after the Elimination Period; and
- 2) for as long as benefits are payable.]

1

If You are entitled to benefits while Disabled and The Policy terminates, benefits:

- 1) will continue as long as You remain Disabled by the same Disability; but
- 2) will not be provided beyond the date We would have ceased to pay benefits had the insurance remained in force.

Termination of The Policy for any reason will have no effect on Our liability under this provision.

Section VI BENEFITS

Disability Benefit: <i>When do I qualify for Disability Benefits?</i>	<p>We will pay You a Monthly Benefit if You:</p> <ol style="list-style-type: none"> 1) become Disabled while insured under The Policy; 2) are Disabled throughout the Elimination Period; 3) remain Disabled beyond the Elimination Period; and 4) submit Proof of Loss to Us. <p>Benefits accrue as of the first day after the Elimination Period and are paid monthly. However, benefits will not exceed the Maximum Duration of Benefits.</p>	
<p>Module Number 6.01</p> <p>Mental Illness And Substance Abuse Benefits: <i>Are benefits limited for Mental Illness [or Substance Abuse?]</i></p>	<p>If You are Disabled because of:</p> <ol style="list-style-type: none"> 1) Mental Illness that results from any cause; 2) any condition that may result from Mental Illness; 3) alcoholism [which is under treatment]; or 4) [the non-medical use of narcotics, sedatives, stimulants, hallucinogens, or any other such substance]; <p>then, subject to all other provisions of The Policy, We will limit the Maximum Duration of Benefits.</p>	<p>1</p> <p>2</p>
	<p>[Benefits will be payable for a total of [24 months,] unless at the end of the [24 month] period:</p>	<p>3,4,5</p>
	<ol style="list-style-type: none"> 1) You are confined in a hospital or other place licensed to provide medical care for the disabling condition, in which case: <ol style="list-style-type: none"> a) benefits will continue during the confinement; and b) if You are still Disabled when discharged, benefits will continue for a recovery period of up to [90 days;] and c) if You become re-confined during the recovery period for at least [14 consecutive days,] benefits will continue during the confinement and another recovery period of up to [90 days;] or 2) You continue to be Disabled and, [within 7 days] become confined in a hospital, or other place licensed to provide medical care, for the disabling condition for at least [14 consecutive days,] in which case benefits will be paid while You are so confined.] 	<p>6</p> <p>7</p> <p>8</p> <p>9</p> <p>10</p>
<p>Module Number 6.02.1</p> <p>Substance Abuse Limitation: <i>Are benefits limited for alcoholism or Substance Abuse?</i></p>	<p>If You are Disabled because of:</p> <ol style="list-style-type: none"> 1) alcoholism [under treatment]; or 2) the non-medical use of narcotics, [sedatives, stimulants, hallucinogens, or any other such substance]; <p>then, subject to all other Policy provisions, benefits will be payable for [as long as] You are:</p> <ol style="list-style-type: none"> 1) confined in a hospital or other place licensed to provide medical care for the disabling condition; or 2) actively participating in a rehabilitative program approved by Us. 	<p>1</p> <p>2</p> <p>3</p>
<p>Module Number 6.02.2</p>		

Section VI BENEFITS

Recurrent Disability:
What happens if I recover but become Disabled again?

Periods of Recovery during the Elimination Period will not interrupt the Elimination Period, if the number of days You return to work as an Active Employee are [less than one-half (1/2) the number of days of Your Elimination Period.]

1

Any day within such period of Recovery, will not count toward the Elimination Period.

After the Elimination Period, if You return to work as an Active Employee and then become Disabled and such Disability is:

- 1) due to the same cause; or
- 2) due to a related cause; and
- 3) within [6] months of the return to work,

2

the Period of Disability prior to Your return to work and the recurrent Disability will be considered one Period of Disability, provided The Policy remains in force.

If You return to work as an Active Employee for [6] months or more, any recurrence of a Disability will be treated as a new Disability. The new Disability is subject to a new Elimination Period and a New Maximum Duration of Benefits.

3

Period of Disability means a continuous length of time during which You are Disabled under The Policy.

Recover or Recovery means that You are no longer Disabled and have returned to work with the Employer and premiums are being paid for You.

Module Number 6.03

Calculation of Monthly Benefit:
How are my Disability benefits calculated [during the Initial Benefit Period]?

If You remain Disabled after the Elimination Period, We will calculate Your Monthly Benefit [during the Initial Benefit Period] as follows:

1

- 1) multiply Your Monthly Income Loss by the [Initial] Benefit [Period] Percentage ;
- 2) compare the result with the Maximum Benefit ; and
- 3) from the lesser amount, deduct Other Income Benefits.

2, 3

The result is Your Monthly Benefit.

Module Number 6.04.1

How are Disability benefits calculated?

If You remain Disabled after the Elimination Period, We will calculate Your Monthly Benefits as follows:

- 1) multiply Your Monthly Income Loss by the Benefit Percentage;
- 2) multiply Your Monthly Income Loss by the Secondary Benefit Percentage; and from this product subtract all Other Income Benefits; and
- 3) identify the Maximum Benefit.

The calculation giving the least amount is Your Monthly Benefit.

Module Number 6.04.1a

Calculation of Monthly Benefit: Return to Work Incentive:
How are my Disability benefits calculated?

If You remain Disabled after the Elimination Period, but work while You are Disabled, We will determine Your Monthly Benefit for a period of up to [12 consecutive months] as follows:

1

- 1) multiply Your Pre-Disability Earnings by the [Initial] Benefit [Period] Percentage;
- 2) compare the result with the Maximum Benefit; and
- 3) from the lesser amount, deduct Other Income Benefits.

2,3

The result is Your Monthly Benefit. Current Monthly Earnings will not be used to reduce Your Monthly Benefit. However, if the sum of Your Monthly Benefit and Your Current Monthly Earnings exceeds [100%] of Your Pre-disability Earnings, We will reduce Your Monthly Benefit by the amount of excess.

4

5

The [12 consecutive month] period will start on the last to occur of:

- 1) the day You first start work; or
- 2) the end of the Elimination Period.

6

If You are Disabled and not receiving benefits under the Return to Work Incentive, [during the Initial Benefit Period,] We will calculate Your Monthly Benefit as follows:

7,8

Section VI BENEFITS

- 1) multiply Your Monthly Income Loss by the [Initial] Benefit [Period] Percentage;
- 2) compare the result with the Maximum Benefit; and
- 3) from the lesser amount, deduct Other Income Benefits.

The result is Your Monthly Benefit.

Module Number 6.04.2

**Calculation of
Monthly Benefit:
Return to Work
Incentive: How
are my Disability
benefits
calculated?**

If You remain Disabled after the Elimination Period, but work while You are Disabled, We will determine Your Monthly Benefit for a period of up to [12 consecutive months] as follows:

- 1) multiply Your Pre-disability Earnings by the Benefit Percentage;
- 2) multiply Your Pre-disability Earnings by the Secondary Benefit Percentage, and from this product subtract all Other Income Benefits; and
- 3) compare the results with the Maximum Benefit.

The calculation giving the least amount is Your Monthly Benefit. Current Monthly Earnings will not be used to reduce Your Monthly Benefit during this period. However, if the sum of Your Monthly Benefit and Your Current Monthly Earnings exceeds [100%] of Your Pre-disability Earnings, We will reduce Your Monthly Benefit by the amount of excess.

If You are Disabled, but You are not receiving benefits under the Return to Work Incentive, We will calculate Your Monthly Benefit as follows:

- 1) multiply Your Monthly Income Loss by the Benefit Percentage;
- 2) multiply Your Monthly Income Loss by the Secondary Benefit Percentage, and from this product subtract all Other Income Benefits; and
- 3) compare the results with the Maximum Benefit.

The calculation giving the least amount is Your Monthly Benefit.

During the Continuing Benefit Period, if [You are not receiving benefits under the Return to Work Incentive, but] You are receiving benefits under Social Security Disability or Social Security Retirement plans, or an alternative plan for federal, state or municipal employees, We will determine Your Monthly Benefit as follows:

- 1) multiply Your Monthly Income Loss by the Initial Benefit Period Percentage;
- 2) compare the result with the Maximum Benefit; and
- 3) from the lesser amount, deduct Other Income Benefits.

The result is Your Monthly Benefit.

During the Continuing Benefit Period, if You are not receiving benefits [under the Return to Work Incentive, or] under Social Security Disability or Social Security Retirement plans or an alternative plan for federal, state or municipal employees, We will determine Your Monthly Benefit as follows:

- 1) multiply Your Pre-disability Earnings by the Continuing Benefit Period Percentage;
- 2) multiply Your Monthly Income Loss by the Initial Benefit Period Percentage, and deduct all Other Income Benefits; and
- 3) deduct all Other Income Benefits from the Maximum Benefit.

The result of the calculation giving the least amount is Your Monthly Benefit.

Module Number 6.04.3

Section VI BENEFITS

Calculation of Monthly Benefit:

*What happens if
the sum of my
Monthly Benefit,
Current Monthly
Earnings and
Other Income
Benefits exceeds
100% of my Pre-
disability
Earnings?*

Module Number 6.05

Minimum Monthly Benefit:

*Is there a
Minimum Monthly
Benefit?*

Module Number 6.06

Partial Month Payment: *How is the benefit calculated for a period of less than a month?*

Module Number 6.07

Denial of Social Security

Benefits: *After the
Initial
Benefit Period
expires, is there
any allowance if I
am ineligible for
Social Security?*

Module Number 6.08

If the sum of Your [Monthly Benefit, Current Monthly Earnings and Other Income Benefits] exceeds 100% of Your Pre-disability Earnings, We will reduce Your Monthly Benefit by the amount of the excess.

1

[However, Your Monthly Benefit will not be less than the Minimum Monthly Benefit.]

2

[If an overpayment occurs, We may recover all or any portion of the overpayment, in accordance with the Overpayment Recovery provision.]

3

Your Monthly Benefit will not be less than the Minimum Monthly Benefit shown in the Schedule of Insurance.

If a Monthly Benefit is payable for a period of less than a month, we will pay 1/30 of the Monthly Benefit for each day You were Disabled.

If Your Disability prevents You from performing the Essential Duties of Any Occupation, but Your claim for disability benefits under The United States Social Security System, or an alternative plan for federal, state or municipal employees:

- 1) was denied because You have not worked under these systems long enough to be eligible for disability benefits, Your Monthly Benefit during the Continuing Benefit Period will be calculated using the Initial Benefit Period Percentage; or
- 2) is still pending at the time the Initial Benefit Period expires, benefits may be paid at the Initial Benefit Period Percentage until the earlier to occur of:
 - a) the 12th month following the expiration of the Initial Benefit Period; or
 - b) the final adjudication of Your claim for Social Security disability benefits.

Section VI BENEFITS

**Termination of
Benefit Payment:**
*When will my
benefit payments
end?*

Benefit payments will stop on the earliest of:	
1) the date You are no longer Disabled;	
2) the date You fail to furnish Proof of Loss;	
3) [the date You are no longer under the Regular Care of a Physician, [unless qualified medical professionals have determined that further medical care and treatment would be of no benefit to You;]]	1,2
4) [the date You refuse Our request that You submit to an examination by a Physician or other qualified medical professional;]	3
5) the date of Your death;	
6) [the date You refuse to receive recommended treatment that is generally acknowledged by Physicians to cure, correct or limit the disabling condition.]	4
7) [the last day benefits are payable according to the Maximum Duration of Benefits Table; or]	5
8) [the date Your Current Monthly Earnings:	6
a) are equal to or greater than [80 %] of Your [Indexed] Pre-disability Earnings if You are receiving benefits for being Disabled from Your Occupation [or a Reasonable Alternative]; or	7,8 9
b) [are greater than the lesser of: the product of Your [Indexed] Pre-disability Earnings and the [Initial] Benefit [Period] percentage; or the Maximum Monthly Benefit if You are receiving benefits for being Disabled from Any Occupation;]]	10,11, 12,13
9) the date no further benefits are payable under any provision in The Policy that limits benefit duration;	
10) the date You refuse to participate in a Rehabilitation program, or refuse to cooperate with or try:	14
a) [modifications made to the work site or job process to accommodate Your identified medical limitations to enable You to perform the Essential Duties of Your Occupation or a Reasonable Alternative;	
b) adaptive equipment or devices designed to accommodate Your identified medical limitations to enable You to perform the Essential Duties of Your Occupation or a Reasonable Alternative;	
c) modifications made to the work site or job process to accommodate Your identified medical limitations to enable You to perform the Essential Duties of Any Occupation, if You were receiving benefits for being disabled from Any Occupation; or	
d) adaptive equipment or devices designed to accommodate Your identified medical limitations to enable You to perform the Essential Duties of Any Occupation, if You were receiving benefits for being disabled from Any Occupation;	
provided a qualified Physician or other qualified medical professional agrees that such modifications, Rehabilitation program or adaptive equipment accommodate Your medical limitation;] or	15
11) [the date You receive retirement benefits from any employer's Retirement plan, unless:	
a) You were receiving them prior to becoming Disabled; or	
b) You immediately transfer the payment to another plan qualified by the United States Internal Revenue Service for the funding of a future retirement.]	

Module Number 6.09

Section VI BENEFITS

Family Care Credit Benefit:

*What if I must
incur expenses for
Family Care
Services in order
to participate in
Rehabilitation?*

If You are working as part of a program of Rehabilitation, We will, for the purpose of calculating Your benefit, deduct the cost of Family Care from earnings received from work as a part of a program of Rehabilitation, subject to the following limitations:

- 1) Family Care means the care or supervision of:
 - a) Your children under age [13]; or 1
 - b) a member of Your household who is mentally or physically handicapped and dependent upon You for support and maintenance;
- 2) the maximum monthly deduction allowed for each qualifying child or family member is: 2,3
 - a) [\$350] during the first [6] months of Rehabilitation ; and 4
 - b) [\$175] thereafter;

but in no event may the deduction exceed the amount of Your monthly earnings; 5
- 3) Family Care Credits may not exceed a total of [\$2,500] during a calendar year;
- 4) the deduction will be reduced proportionally for periods of less than a month;
- 5) the charges for Family Care must be documented by a receipt from the caregiver;
- 6) the credit will cease on the first to occur of the following: 6
 - a) You are no longer in a Rehabilitation program; or
 - b) Family Care Credits for [24] months have been deducted during Your Disability; and
- 7) no Family Care provided by someone Related to the family member receiving the care will be eligible as a deduction under this provision.

Your Current Monthly Earnings after the deduction of Your Family Care Credit will be used to determine Your Monthly Income Loss. In no event will You be eligible to receive a Monthly Benefit under The Policy if Your Current Monthly Earnings before the deduction of the Family Care Credit exceed [80%] of Your [Indexed] Pre-disability Earnings. 7,8

Module Number 6.10

Section VI BENEFITS

Cost-Of-Living Adjustment: <i>How do my benefits keep pace with inflation?</i>	We [will] adjust Your Monthly Benefit for increases in the cost-of-living if:	1
	1) You have been Disabled for [12 consecutive months]; and	2
	2) [You are receiving benefits;] [and	3
	3) Your Current Monthly Earnings are less than or equal to 20% of Your Pre-disability Earnings;]	4
	when the Cost-of-Living Adjustment is made. We make the Cost-of-Living Adjustment [each year on January 1st.]	5
<i>What is the Cost-of-Living Adjustment formula?</i>	We apply the Cost-of-Living Adjustment formula by:	
	1) determining the lesser of:	
	a) [3%]; or	6
	b) [1/2] the percentage change in the Consumer Price Index;	7
	2) multiplying the resulting percentage (%) times the Monthly Benefit for Disability being received; and	
	3) adding the resulting amount to Your Monthly Benefit.	
<i>When will the Cost-of-Living Adjustments end?</i>	You will not receive a Cost-of-Living Adjustment after:	
	1) You cease to be Disabled; [or	8
	2) You have received [5] adjustments;] or	9
	3) The Policy terminates.	
	Consumer Price Index (CPI-W) means the index for Urban Wage Earners and Clerical Workers published by the United States Department of Labor. It measures on a periodic (usually monthly) basis the change in the cost of typical urban wage earners' and clerical workers' purchase of certain goods and services. If the index is discontinued or changed, We may use another nationally published index that is [comparable to the CPI-W / approved by the Insurance Commissioner of the state in which the Policy is delivered].	10
	For the purposes of this benefit, the percentage change in the CPI-W means the difference between the current year's CPI-W as of July 31, and the prior year's CPI-W as of July 31, divided by the prior year's CPI-W.	

Section VI BENEFITS

Survivor Income Benefit: <i>Will my survivors receive a benefit if I die while receiving Disability Benefits?</i>	If You were receiving a Monthly [Disability] Benefit at the time of Your death [and You had been receiving such benefits [for at least 12 months]], We will pay a [Survivor Income Benefit], when We receive proof satisfactory to Us:	1, 2 3, 4
	1) of Your death; and	
	2) that the person claiming the benefit is entitled to it.	
	[We must receive the satisfactory proof for Survivor Income Benefits within 1 year of the date of Your death.]	5
	[[We will pay the Survivor Income Benefit:	6
	1) to the beneficiary You designated; or	7
	2) if no beneficiary has been designated:]	
	a) to Your Surviving Spouse; or	
	b) if no Surviving Spouse, in equal shares to Your Surviving Children;	8
	c) [if no Surviving Spouse or Surviving Children, to Your estate.]	
	[If there is no Surviving Spouse or Surviving Children, then no benefit will be paid.]	9
	However, We will first apply the Survivor Income Benefit to any overpayment which may exist on Your claim.	
	If a minor child is entitled to benefits, We may, at Our option, make benefit payments to the person caring for and supporting the child until a legal guardian is appointed.	
	[The Survivor Income Benefit [will be equal to [3] times your Monthly Benefit/is calculated as [3] times the lesser of]:	10,11
	1) Your Monthly Income Loss multiplied by the Benefit Percentage in effect on the date of Your death; or	
	2) The Maximum Monthly Benefit.]	
	[To designate or change Your designation of beneficiary, You must file a written notice with Us on any form satisfactory to us. Whether You are living or not, any change will relate back and take effect as of the date You signed the written notice. We are not liable for payment of benefits made before receiving written notice.]	12
	Surviving Spouse means Your wife or husband who was not legally separated or divorced from You when You died. ["Spouse" will include Your domestic partner, provided You have executed a Domestic Partner Affidavit acceptable to us, establishing that You and Your partner are domestic partners for purposes of this Policy. You will continue to be considered domestic partners provided You continue to meet the requirements described in the Domestic Partner Affidavit.]	13
	Surviving Children means Your unmarried children, step children, legally adopted children who, on the date You die, are primarily dependent on You for support and maintenance who are under age [19].The term Surviving Children will also include any other children related to You by blood or marriage [or domestic partnership] and who:	14 15
	1) lived with You in a regular parent-child relationship; and	
	2) were eligible to be claimed as dependents on Your federal income tax return for the last tax year prior to Your death.	
	[In the event that You are diagnosed with a Terminal Illness while You are:	16
	1) eligible for a Monthly Benefit under the Policy; and	17
	2) at least [6] Monthly Benefit Payments remain payable to You;	
	We will pay the Survivor Income Benefit to You on an accelerated basis in one lump sum if:	18
	1) [You submit a request that the Survivor Income Benefit be paid on an accelerated basis; and	
	2) We receive proof that You have been diagnosed with a Terminal Illness.	

Section VI BENEFITS

If the Survivor Income Benefit is paid on an accelerated basis, no additional benefit will be payable under this benefit upon Your death.] 19

[Terminal Illness or Terminally Ill means a life expectancy of [6] months or less.]

Module Number 6.12

Extended

Earnings

Protection

Benefit: *Will*

benefits continue

to be paid after my

return to work if

my earnings are

less than

Pre-disability

Earnings?

This benefit protects Your earnings level after You have returned to work following a period of Disability. To qualify for this Extended Earnings Protection Benefit, You must:

- 1) have been Disabled under The Policy and received a Monthly Benefit from Us;
- 2) now be working [Full-time] for the Employer [or another employer;]
- 3) be performing all the Essential Duties of Your Occupation [or another occupation;]
- 4) as a result of having been so Disabled, be currently earning less than [80%] of Your Pre-disability Earnings; and
- 5) provide to Us each month, satisfactory proof of Your Current Monthly Earnings.

1,2

3

4

The Extended Earnings Protection Benefit will be the lesser of:

- 1) the Maximum Monthly Benefit ; or
- 2) Your Monthly Income Loss multiplied by the [Initial] Benefit [Period] Percentage.

5,6

The Extended Earnings Protection Benefit will end on the earliest of:

- 1) the date benefits have been payable for a maximum duration of [24] months;
- 2) the date You are earning at least [80%] of Your Pre-disability Earnings; or

7

8

the date You fail to submit to Us satisfactory proof of Your Current Monthly Earnings.

Module Number 6.13

Workplace

Modification

Benefit: *Will the*

Rehabilitation

program provide

for modifications to

my workplace to

accommodate my

return to work?

We will reimburse Your Employer for the expense of reasonable Workplace Modifications to accommodate Your Disability and enable You to return to work as an Active Employee.

You qualify for this benefit if:

- 1) Your Disability is covered by this Policy;
- 2) the Employer agrees to make modifications to the workplace in order to reasonably accommodate Your return to work and the performance of the Essential Duties of Your job; and
- 3) We approve, in writing, any proposed Workplace Modifications.

Benefits paid for such workplace modification shall not exceed the amount equal to the amount of the Maximum Monthly Benefit.

We have the right, at Our expense, to have You examined or evaluated by:

- 1) a Physician or other health care professional; or
- 2) a vocational expert or rehabilitation specialist;

of Our choice so that We may evaluate the appropriateness of any proposed modification.

We will reimburse the Employer's costs for approved Workplace Modifications after:

- 1) the proposed modifications made on Your behalf are complete;
- 2) We have been provided written proof of the expenses incurred to provide such modification; and
- 3) You have returned to work as an Active Employee.

Workplace Modification means change in Your work environment, or in the way a job is performed, to allow You to perform, while Disabled, the Essential Duties of Your job. Payment of this benefit will not reduce or deny any benefit You are eligible to receive under the terms of this Policy.

Module Number 6.14

Section VI BENEFITS

Pension

Contribution

Benefit: Does
The Policy also
cover contributions
to a Pension Plan?

[If You:

- 1) become Disabled while You are covered under this Pension Contribution Benefit;
- 2) remain Disabled for [365 days] of one continuous period of Disability; and
- 3) are receiving a Monthly Benefit under The Policy;]

1

We will pay a monthly Pension Contribution Benefit to the trustee or administrator of Your Pension Plan for deposit to Your pension account. The Pension Contribution Benefit will be [the least of:

2

- 1) [15%] of Your monthly Pre-disability Earnings;
- 2) [\$2,500];
- 3) the amount of the average monthly tax deferred contributions the Employer made to Your Pension Plan during the [12 calendar months] prior to becoming Disabled.]

3

4

5

We will make payments under this benefit according to the rules and regulations of the Internal Revenue Service and the provisions of Your Pension Plan. We will make any such payment that cannot be paid to the trustee or administrator of Your Pension Plan to a deferred annuity account designated by You.

No Pension Contribution Benefit will be payable after Your Monthly Benefit terminates.

Pension Plan means, for the purpose of this Pension Contribution Benefit, a qualified defined contribution pension Plan, profit sharing Plan, or other Plan approved by Us, in which You are participating as a result of Your employment with the Employer.

Module Number 6.15

Infectious And Contagious Disease Benefit:

If it is disclosed
that I carry an
Infectious and
Contagious
Disease, will The
Policy cover the
income lost as the
result of limitations
placed on my
license or reduced
patronage?

You will be eligible to receive an Infectious and Contagious Disease Benefit when You have been covered by this benefit for a period of [12 months], and You provide verification that:

1

- 1) You carry an Infectious and Contagious Disease; and
- 2) You first tested positive for the Infectious and Contagious Disease after the effective date of this benefit; and
- 3) You are not Disabled but one or more of the following has happened:
 - a) Your license to practice Your Occupation has been revoked; or
 - b) You or Your license have limitations or restrictions imposed, and as a result You are unable to perform all of the Essential Duties of Your Occupation; or
 - c) it has been disclosed that You are infected with an Infectious and Contagious Disease; and
- 4) throughout a period of time equal in length to the [Elimination Period,] You have suffered a loss of earnings in excess of [20]% of Your Pre-disability Earnings immediately prior to disclosure; and
- 5) You have never refused to be immunized against the Infectious and Contagious Disease for which You are claiming this benefit.

2

3

Module Number 6.16

What qualifies as
an Infectious and
Contagious
Disease?

To qualify as an Infectious and Contagious Disease, a disease must be:

- 1) categorized by the Center for Disease Control as Infectious and Contagious; and
- 2) life threatening to You or persons with whom You may come in contact.

Module Number 6.16a

What will my
monthly benefit
be?

[We calculate the benefit as the lesser of;

- 1) the Maximum Monthly Benefit; or
- 2) Your earnings loss multiplied by the [Initial] Benefit [Period] Percentage.

4,5

Your earnings loss is determined by deducting Your Pre-disability Earnings after disclosure from Your Pre-disability Earnings prior to disclosure.]

6

Module Number 6.16b

Section VI BENEFITS

<i>How long may an Infectious and Contagious Disease Benefit be paid?</i>	We will stop paying this benefit on the earliest of:	
	1) the date Your Pre-disability Earnings are equal to or greater than [80]% of Your Pre-disability Earnings prior to disclosure;	7
	2) the date You die;	8
	3) the date You become eligible for Disability benefits under the terms of this Policy;	
	4) the date We determine You have not made every effort to continue to work in Your Occupation [on a full-time basis];	
	5) the date You no longer participate with Us in seeking and applying for suitable alternate work based on Your training, education, experience, and comparable income;	9
	6) the end of the Maximum Duration of Benefits [Table/Payable] of The Policy; or	10
	7) [the end of [2 years] from the date this benefit begins.]	11
Module Number 6.16c Activities of Daily Living Benefit: <i>What is the Activities of Daily Living Benefit?</i>	We will pay You the Activities of Daily Living Benefit if:	
	1) a Monthly Benefit is payable;	
	2) You become Cognitively Impaired or unable to perform [two or more] Activities of Daily Living (ADLs) for which You cannot be reasonably accommodated by adaptive equipment:	1
	a) [during or after the Elimination Period, and]	2
	b) for at least [30 consecutive days;] and	3
	3) the Disability and such impairment or inability begins while You are covered under this benefit.	
	The Activities of Daily Living Benefit will be [10% of Your Monthly Income Loss, but not greater than the lesser of:	4
	1) [\$5000]; or	5
	2) the Maximum Monthly Benefit.]	
	[The maximum payment period for this benefit will be [X years].]	6,7
	[We will pay the benefit to You monthly. For periods of less than one month, We will pay 1/30th of the Activities of Daily Living Benefit for each day of covered loss.]	8
	The Activities of Daily Living Benefit will not:	
	1) be reduced by Other Income Benefits;	
	2) increase or reduce other benefits under The Policy; [or	9
	3) be subject to the Cost of Living Adjustment.]	
	You are not restricted in any way as to Your use of this Activities of Daily Living Benefit.	
	We will stop paying You the Activities of Daily Living Benefit on the date:	
	1) Your Monthly Benefit terminates;	
	2) You are not Cognitively Impaired and You are able to perform [five or more] ADLs;[or	10
	3) You reach the maximum payment period shown in this benefit.]	11
	Cognitively Impaired means You suffer severe deterioration, or loss of:	
	1) memory;	
	2) orientation; or	
	3) the ability to understand or reason;	
	so that You are unable to perform common tasks such as, but not limited to, medication management, money management and using the telephone. The impairment in intellectual capacity must be measurable by standardized tests.	
	Activities of Daily Living (ADLs) means the following functions performed with or without equipment or adaptive devices:	
	1) bathing Yourself by being able to either:	
	a) wash Yourself in a tub or shower devices; or	

Section VI BENEFITS

- b) give Yourself a sponge bath;
- 2) dressing Yourself by putting on and taking off needed garments and any braces or artificial limbs necessary for You to wear;
- 3) using the toilet by being able to get to and from, and on and off the toilet, and performing the associated hygienic tasks; or
- 4) transferring from bed to chair or wheelchair; or
- 5) bladder and bowel control by being able to either:
 - a) voluntarily control bowel and bladder function; or
 - b) maintain a reasonable level of person hygiene, if You are not so able; and
- 6) feeding Yourself, once the food has been prepared and made available to You.

Module Number 6.17

Accidental Dismemberment and Loss of Sight Benefit: *What benefits are payable for dismemberment or loss of sight due to an Injury?*

If, while covered under The Policy, You sustain an accidental bodily injury, which results in any of the following Losses within [90 days] after the date of accident, We will pay the Monthly Benefit, after the Elimination Period, for at least the number of months shown opposite the Loss.

1

For Loss of	Minimum Number of	Monthly Benefit Payments
-------------	-------------------	--------------------------

2

[Both Eyes	46
Both Hands or Both Feet	46
One Hand and One Foot	46
One Hand and One Eye	46
One Foot and One Eye	46
One Hand or One Foot	23
One Eye	15
Thumb and Index Finger of Either Hand	12]

3

[Loss means, with regard to:

- 1) hands and feet, actual severance through or above wrist or ankle joints;
- 2) eyes, entire and irrecoverable Loss thereof;
- 3) thumb and index finger, actual severance through or above the metacarpophalangeal joints.]

If You incur more than one of the listed Losses as the result of the same accident, the number of monthly benefit payments that You will receive will be limited to the Loss for which the greatest number of monthly benefit payments are shown in the above Schedule.

Benefits may continue to be payable to You after the Minimum Number of Monthly Benefit Payments have been made, if You remain Disabled. If You die after the Elimination Period, but before the minimum number of monthly benefit payments have been made, the remaining monthly benefit payments will be made to Your estate.

Module Number 6.18

Section VI BENEFITS

Business Protection Benefit:

Are additional Disability Benefits paid to compensate for business revenue lost when I am Disabled?

We will pay a [Monthly] Business Protection Benefit to the Employer if You:

- 1) are actively engaged on a full-time basis in the business of the Employer, and fall within a class of persons that is covered by The Policy, and You are:
 - a) the sole proprietor of the Employer if the Employer is a sole proprietorship; or
 - b) a general partner of the Employer if the Employer is a partnership; or
 - c) a Member of a Limited Liability Company if the Employer is a Limited Liability Company; and
- 2) become Disabled while You are covered under this Business Protection Benefit; and
- 3) remain Disabled for the longer of:
 - a) the Elimination Period; or
 - b) [90] consecutive days; and
- 4) are receiving a [Monthly] Benefit for the Disability under the group insurance policy.

1
2
3,4
5
6

We calculate the [Monthly] Business Protection Benefit as the [lesser of:

- 1) [15]% of Your [Pre-disability Earnings]; or
- 2) [\$2,500].]

Is a benefit paid if I am Disabled and Working?

[If You are Disabled and Working, We will proportionately reduce the Business Protection Benefit according to the following formula:

$$\text{Business Protection Benefit Payable} = \frac{(A - B) \times C}{A}$$

where

A = Your Pre-Disability Earnings

B = Your current [Monthly] earnings

C = The Business Protection Benefit payable if You were Totally Disabled.]

How long will this benefit be paid?

We will stop paying the Business Protection Benefits on the earliest of:

- 1) [the date You cease to be Disabled;
- 2) the date [12 monthly] benefits have been paid under this Benefit;
- 3) the date You cease to be the proprietor, a partner, or a [Member,]if applicable, of the Employer; or
- 4) the date You die.

7
8

In no event will this benefit continue to be payable beyond a date shown in the Termination of Benefit Payment provision.]

Module Number 6.19

Cafeteria Plan Election Restriction

The Policy is a part of a Cafeteria Plan sponsored by Your employer and governed by the requirements of Section 125 of the Internal Revenue Code. The rules of the Cafeteria Plan will supersede any provisions of the Policy which are in conflict with them.

Cafeteria Plans are subject to the following restriction:

The benefits You elect during the enrollment period will remain in effect until the next enrollment period.

Section 125 allows exception to this rule only in specified situations, including Change in Family Status and commencement or termination of employment.

Module Number 6.20

[Rehabilitation Bonus:

What happens if I successfully complete an approved program of Rehabilitation?

If You successfully complete an approved program of Rehabilitation, You will be eligible for an additional benefit equal to [1] times Your Monthly Benefit.

1
2

The benefit will be subject to all applicable terms and conditions of the Policy. We will pay the benefit in one lump sum.]

Module Number 6.21

Section VII

EXCLUSIONS AND LIMITATIONS

Exclusions: <i>What Disabilities are not covered?</i>	[The Policy does not cover, and We will not pay a benefit for any Disability:	1
	1) unless You are under the Regular Care of a Physician;	
	2) that is caused [or contributed to by] war or act of war (declared or not);	2
	3) caused by Your commission of or attempt to commit a felony;	
	4) caused or contributed to by Your being engaged in an illegal occupation;	
	5) caused [or contributed to] by an intentionally self-inflicted [Injury];	3,4
	6) unless it is the result of a work-related [Injury or Sickness] sustained in the course of performing tasks for the Employer;	5
	7) for which Workers' Compensation benefits are paid, or may be paid, if duly claimed; or	
	8) sustained as a result of doing any work for pay or profit for [any/another] employer, including self-employment.	6
	 If You are receiving or are eligible for benefits for a Disability under a prior disability plan that:	
	1) was sponsored by the Employer; and	
	2) was terminated before the Effective Date of The Policy,	
	no benefits will be payable for the Disability under The Policy.]	
Module Number 7.01		
Pre-Existing Condition	[We will not pay any benefit, or any increase in benefits, under The Policy for any Disability that results from, or is caused or contributed to by, a Pre-existing Condition,]	1
Limitation: <i>Are benefits limited for Pre-existing Conditions?</i>	[unless, at the time You become Disabled:	2
	1) [You have not received Medical Care for the condition for [365] consecutive day(s)] while insured under The Policy; or]	3
	2) You have been continuously insured under The Policy for [365] consecutive day(s)].	4,5
	 Pre-existing Condition means:	
	1) any [accidental bodily injury, sickness,] Mental Illness, pregnancy, or episode of Substance Abuse; or	6
	2) any manifestations, symptoms, findings, or aggravations related to or resulting from such [accidental bodily injury, sickness,] Mental Illness, pregnancy, or Substance Abuse;	7
	for which You received Medical Care during the [180] day period that ends the day before:	8
	1) Your effective date of coverage; or	
	2) the effective date of a Change in Coverage.	
	 Medical Care is received when a physician or other health care provider:	
	1) is consulted or gives medical advice; or	
	2) recommends, prescribes, or provides Treatment.	
	 Treatment includes but is not limited to:	
	1) medical examinations, tests, attendance or observation; and	
	2) use of drugs, medicines, medical services, supplies or equipment.	

Module Number 7.02

Section VIII

GENERAL PROVISIONS

Notice of Claim: <i>When should I notify the Company of a claim?</i>	You must give Us, [or Our representative,] [written] notice of a claim within [30 days] after Disability [or loss] occurs. If You cannot give notice within that time, You must give it to Us as soon as reasonably possible. Such notice must include Your name, Your address and the Policy Number.	1,2,3 4
Module Number 8.01 Claim Forms: <i>Are special forms required to file a claim?</i>	[If You are Disabled and become eligible for the Activities of Daily Living Benefit, You must file a separate Notice of Claim within [30 days] of becoming eligible.]	5 6
Module Number 8.02 Proof of Loss: <i>What is Proof of Loss?</i>	We [or Our representative] will send forms to You to provide Proof of Loss, within [15 days] of receiving a Notice of Claim. If We do not send the forms within [15 days], You may submit any other [written] proof which fully describes the nature and extent of Your claim.	1, 2 3 4
	[Proof of loss is typically provided by telephone; however, if forms are required, they will be sent to You for providing Proof of Loss within [15 days] after We receive a notice of claim.]	5 6
	<p>[Proof of Loss may include but is not limited to the following:</p> <ol style="list-style-type: none"> 1) documentation of: <ol style="list-style-type: none"> a) the date Your Disability began; b) the cause of Your Disability; c) the prognosis of Your Disability; d) Your Pre-disability Earnings, Current [Monthly] Earnings or any income, including but not limited to copies of Your filed and signed federal and state tax returns; and e) evidence that You are under the Regular Care of a Physician; 2) any and all medical information, including x-ray films and photocopies of medical records, including histories, physical, mental or diagnostic examinations and treatment notes; 3) the names and addresses of all: <ol style="list-style-type: none"> a) Physicians or other qualified medical professionals You have consulted; b) hospitals or other medical facilities in which You have been treated; and c) pharmacies which have filled Your prescriptions within the past three years; 4) Your signed authorization for Us to obtain and release: <ol style="list-style-type: none"> a) medical, employment and financial information; and b) any other information We may reasonably require; 5) Your signed statement identifying all Other Income Benefits; and 6) proof that You and Your dependents have applied for all Other Income Benefits which are available. <p>You will not be required to claim any retirement benefits which You may only get on a reduced basis.] All proof submitted must be satisfactory to Us.</p>	1
Module Number 8.03 Additional Proof of Loss: <i>What additional proof of loss is the Company entitled to?</i>	<p>To assist Us in determining if You are Disabled, or to determine if You meet any other term or condition of The Policy, We have the right to require You to:</p> <ol style="list-style-type: none"> 1) meet and interview with our representative; and 2) be examined by a Physician, vocational expert, functional expert, or other medical or vocational professional of Our choice. <p>Any such interview, meeting or examination will be:</p> <ol style="list-style-type: none"> 1) at Our expense; and 2) as reasonably required by us. <p>Your Additional Proof of Loss must be satisfactory to Us. Unless We determine You have a valid reason for refusal, We may deny, suspend or terminate Your benefits if You refuse to be examined or meet to be interviewed by Our representative.</p>	

Module Number 8.04

Section VIII

GENERAL PROVISIONS

Sending Proof of Loss: <i>When must proof of Loss be given?</i>	Written Proof of Loss must be sent to Us within [90 days] after the start of the period for which We are liable for payment. If proof is not given by the time it is due, it will not affect the claim if: <ol style="list-style-type: none">1) it was not possible to give proof within the required time; and2) proof is given as soon as possible; but3) not later than [1 year] after it is due, unless You are not legally competent. We may request Proof of Loss throughout Your Disability. In such cases, We must receive the proof within [30 days] of the request.	1
Module Number 8.05 Claim Payment: <i>When are benefit payments issued?</i>	When We determine that You; <ol style="list-style-type: none">1) are Disabled; and2) eligible to receive benefits; We will pay accrued benefits at the end of each month that You are Disabled. Payment will be issued prior to the 30 th day of the month, subject to Proof of Loss satisfactory to Us. We may, at Our option, make an advance benefit payment based on Our estimated duration of Your Disability. If any payment is due after a claim is terminated, it will be paid [as soon as Proof of Loss satisfactory to Us is received].	2 3 1
Module Number 8.06 Claims to be Paid: <i>To whom will benefits for my claim be paid?</i>	Benefits are not payable for any period during which You are confined to a penal or correctional institution if the period of confinement exceeds 30 days. All payments are payable to You. Any payments owed at Your death may be paid to Your estate. If any payment is owed to: <ol style="list-style-type: none">1) Your estate;2) a person who is a minor; or3) a person who is not legally competent; then We may pay up to [\$1,000] to a person who is Related to You and who, at Our sole discretion, is entitled to it. Any such payment shall fulfill Our responsibility for the amount paid.	1
Module Number 8.07 Claim Denial: <i>What notification will I receive if my claim is denied?</i>	If a claim for benefits is wholly or partly denied, You will be furnished with written notification of the decision. This written notification will: <ol style="list-style-type: none">1) give the specific reason(s) for the denial;2) make specific reference to the Policy provisions on which the denial is based;3) provide a description of any additional information necessary to perfect a claim and an explanation of why it is necessary; and4) provide an explanation of the review procedure.	1
Module Number 8.08 Claim Appeal: <i>What recourse do I have if my claim is denied?</i>	On any claim, You or Your representative may appeal to Us for a full and fair review. To do so: <ol style="list-style-type: none">1) You must request a review upon written application within:<ol style="list-style-type: none">a) [180 days] of receipt of claim denial if the claim requires Us to make a determination of disability; orb) [60 days] of receipt of claim denial if the claim does not require Us to make a determination of disability; and2) You may request copies of all documents, records, and other information relevant to Your claim; and3) You may submit written comments, documents, records and other information relating to Your claim. We will respond to You in writing with Our final decision on the claim.	1 2
Module Number 8.09		

Section VIII

GENERAL PROVISIONS

[Social Security:
*When must I
apply for Social
Security Benefits?*

You must apply for Social Security disability benefits when the length of Your Disability meets the minimum duration required to apply for such benefits. You must apply within [45 days] from the date of Our request. If the Social Security Administration denies Your eligibility for benefits, You will be required:

- 1) to follow the process established by the Social Security Administration to reconsider the denial; and
- 2) if denied again, to request a hearing before an Administrative Law Judge of the Office of Hearing and Appeals.]

1

Module Number 8.10

Benefit

Estimates: *How
does the
Company
estimate Disability
benefits under the
United States
Social Security
Act?*

We reserve the right to reduce Your [Monthly] Benefit by estimating the Social Security disability benefits You [or Your spouse and children] may be eligible to receive.

When We determine that You [or Your Dependent] may be eligible for benefits, We may estimate the amount of these benefits. We may reduce Your [Monthly] Benefit by the estimated amount.

Your [Monthly] Benefit will not be reduced by estimated Social Security disability benefits if:

- 1) You apply for Social Security disability benefits and pursue all required appeals in accordance with the Social Security provision; and
- 2) You have signed a form authorizing the Social Security Administration to release information about awards directly to Us; and
- 3) You have signed and returned Our reimbursement agreement, which confirms that You agree to repay all overpayments.

If We have reduced Your [Monthly] Benefit by an estimated amount and:

- 1) You [or Your Dependent] are later awarded Social Security disability benefits, We will adjust Your [Monthly] Benefit when We receive proof of the amount awarded, and determine if it was higher or lower than Our estimate; or
- 2) Your application for Social Security disability benefits has been denied, We will adjust Your [Monthly] Benefit when You provide Us proof of final denial from which You cannot appeal from an Administrative Law Judge of the Office of Hearing and Appeals.

If Your Social Security benefits were lower than we estimated, and We owe You a refund, We will make such refund in a lump sum. If Your Social Security Benefits were higher than we estimated, and If Your [Monthly] Benefit has been overpaid, You must make a lump sum refund to Us equal to all overpayments, in accordance with the Overpayment Recovery provision .

Module Number 8.11

Overpayment:
*When does an
overpayment
occur?*

An overpayment occurs:

- 1) when We determine that the total amount We have paid in benefits is more than the amount that was due to You under the Policy; or
- 2) when payment is made by Us that should have been made under another group policy.

This includes, but is not limited to, overpayments resulting from:

- 1) [retroactive awards received from sources listed in the Other Income Benefits definition;
- 2) failure to report, or late notification to Us of any Other Income Benefit(s) or earned income;
- 3) misstatement;
- 4) fraud; or
- 5) any error We may make.]

1

Module Number 8.12

Section VIII GENERAL PROVISIONS

Overpayment

Recovery: *How does the Company exercise the right to recover overpayments?*

We have the right to recover from You any amount that We determine to be an overpayment. You have the obligation to refund to Us any such amount. Our rights and Your obligations in this regard may also be set forth in the reimbursement agreement You will be required to sign when You become eligible for benefits under this Policy.

If benefits are overpaid on any claim, You must reimburse Us within [30 days.]

1

If reimbursement is not made in a timely manner, We have the right to:

1) recover such overpayments from:

- a) [You;
- b) any other organization;
- c) any other insurance company;
- d) any other person to or for whom payment was made; and
- e) Your estate.]

2

2) reduce or offset against any future benefits payable to You or Your survivors, [including the Minimum [Monthly] Benefit,] until full reimbursement is made. Payments may continue when the overpayment has been recovered;

3

3) refer Your unpaid balance to a collection agency; and pursue and enforce all legal and equitable rights in court.

Module Number 8.13

Subrogation:

What are the Company's subrogation rights?

If You:

- 1) suffer a Disability because of the act or omission of a Third Party;
- 2) become entitled to and are paid benefits under The Policy in compensation for lost wages; and
- 3) do not initiate legal action for the recovery of such benefits from the Third Party in a reasonable period of time;

then We will be subrogated to any rights You may have against the Third Party and may, at Our option, bring legal action against the Third Party to recover any payments made by Us in connection with the Disability.

[Third Party as used in this provision, means any person or legal entity whose act or omission, in full or in part, causes You to suffer a Disability for which benefits are paid or payable under the Policy.]

1

Module Number 8.14

Reimbursement:

What are the Company's Reimbursement Rights?

We have the right to request to be reimbursed for any benefit payments made or required to be made under the Policy for a Disability for which You recover payment from a Third Party.

If You recover payment from a Third Party as:

- 1) a legal judgment;
- 2) an arbitration award; or
- 3) a settlement or otherwise;

You must reimburse Us for the lesser of:

- 1) the amount of payment made or required to be made by Us; or
- 2) the amount recovered from the Third Party less any reasonable legal fees associated with the recovery.

Module Number 8.15

Legal Actions:

When can legal action be taken against Us?

Legal action cannot be taken against Us:

- 1) sooner than [60 days] after the date proof of loss is given; or
- 2) [3] years after the date [Written] Proof of Loss is required to be given according to the terms of The Policy.

1

2,3

Module Number 8.16

Section VIII

GENERAL PROVISIONS

Insurance

Fraud: *How does the Company deal with fraud?*

Insurance Fraud occurs when You [and/or Your Employer] provide Us with false information or files a claim for benefits that contains any false, incomplete or misleading information with the intent to injure, defraud or deceive Us. It is a crime if You [and/or Your Employer] commit Insurance Fraud. We will use all means available to Us to detect, investigate, deter and prosecute those who commit Insurance Fraud. We will pursue all available legal remedies if You [and/or Your Employer] perpetrate Insurance Fraud.

1
2
3

Module Number 8.17

Misstatements:
What happens if facts are misstated?

If material facts about You were not stated accurately:

- 1) Your premium may be adjusted; and
- 2) the true facts will be used to determine if, and for what amount, coverage should have been in force.

[No statement made by You relating to Your insurability will be used to contest the insurance for which the statement was made after the insurance has been in force for two years during Your lifetime. In order to be used, the statement must be in writing and signed by You.]

1

Module Number 8.18

Policy Interpretation:
Who interprets the terms and conditions of The Policy?

We have full discretion and authority to determine eligibility for benefits and to construe and interpret all terms and provisions of The Policy. This provision applies where the interpretation of The Policy is governed by the Employee Retirement Income Security Act of 1974, as amended (ERISA).

Module Number 8.19

Statement of Variable Language
Group Disability Income Insurance
SOVL RGCLTD(08-2009)AR

Introduction: This Statement of Variable Language (SOVL) shows the language we intend to substitute, delete or change. Variable language is identified by brackets ([]) in each module of Form RGCLTD(08-2009)AR. Each module is identified in this SOVL and each variable within each module is numbered on the form. These numbers directly correspond with the numbers on the SOVL for the appropriate module.

Constant Variables					
1		Wherever the term "the Employer" appears, it may be changed to "Your employer" or some other term to accommodate non-Employer groups			
2		Wherever the term "Employee" appears, it may be changed to "Member" or "Associate" or some other term, to reflect the case specifics			
3		Wherever the term "Policyholder" appears, it may be changed to "Employer" or "Organization" or some other term to reflect the case specifics			
4		Wherever "Monthly" appears, may be changed to "weekly" or some other period to reflect the case specifics			
5		Wherever a reference to "Your Spouse" appears, it may be deleted if Spouse Disability coverage not offered; if that is the case, all other references will agree with no spouse coverage offered (eg. he or she deleted)			
6		Wherever the word "Policy" appears, it may be replaced by "Plan" or some other term to accommodate the structure of the Policyholder			
7		United Heritage Life Insurance Company may be United Heritage			
Page #	Module #	Description	Variable #	Description of Variables	Use
1		Face page	1	Fill-in information will vary by Policyholder; fill-in items may be deleted in whole or in part and may be located on Schedule of Insurance	
			2	signatures will change if officers change	
2		Table of Contents	1	Table of Contents may be expanded and detailed and may appear on next page or a separate page	
3	1.01-1.12	Schedule of Insurance		language on page is illustrative and will be edited to reflect the case specifics	
5		Definitions		Note: Definitions may be deleted in their entirety if not applicable and/or placement in certificate may change	
5	2.01	Actively at Work	1	actual number of hours may be stated here	
			2	paragraph may be deleted; specific items may be deleted or amended to meet the case specifics.	
5	2.02	Active [Employee]	1	description may be revised to meet the case specifics; Employee may be Member or Associates or some other term to reflect the case specifics	
5	2.03	Any Occupation	1	clause and items 1 and 2 may be deleted	
			2	may be: 40-100% of Your Indexed Pre-disability Earnings	
			3	may be deleted	
			4	Maximum Monthly Benefit may be shown here	
5	2.04	Bonuses	1	clause may be deleted or "monetary" may be deleted	
			2	clause and items 1 and 2 may be deleted	
			3	number will be 12 to 60 months or may be expressed in Calendar Years (1-5) or weeks (1-52)	
			4	may be actual date	
			5	may be specific period noted above	
5	2.05	Commissions	1	clause may be deleted or "monetary" may be deleted	
			2	clause and items 1 and 2 may be deleted	

Page #	Module #	Description	Variable #	Description of Variables	Use
			3	number will be 12 to 60 months or may be expressed in Calendar Years (1-5) or weeks (1-52)	
			4	may be actual date	
			5	may be specific period noted above	
5	2.06	Current Monthly Earnings	1	may show other source of income, eg: "Your law practice" etc...	
			2	may be deleted	
			3	may be 6-24 months	
			4	may be deleted	
6	2.07.1	Disability or Disabled		no variables	
	2.07.2	Disability or Disabled	1	may be deleted	
			2	may be deleted	
			3	may be 60-100%	
			4	may be deleted	
			5	may be deleted	
			6	may be 60-100%	
			7	may be 6-24 months or expressed in years	
			8	may be 60-100%	
			9	may be deleted	
			10	may be deleted	
			11	may be deleted	
			12	may be deleted	
			13	may be 60-100%	
			14	may be deleted	
6,7	2.07.3	Disability or Disabled	1	may be 6-60 months or expressed in years	
			2	may be 60-100%	
			3	may be deleted	
			4	may be deleted	
			5	may be 12-60 months or expressed in years	
			6	may be deleted	
			7	may be 60-100%	
			8	may be 6-24 months or expressed in years	
			9	may be 60-100%	
			10	may be deleted	
			11	may be deleted	
			12	may be deleted	
			13	may be deleted	
			14	may be 60-100%	
			15	may be deleted	
7	2.07.4	Disability or Disabled	1	may be deleted	
			2	may be deleted	
			3	may be 6-60 months or expressed in years	

Page #	Module #	Description	Variable #	Description of Variables	Use
			4	may be 60-100%	
			5	may be deleted	
			6	may be deleted	
			7	may be 60-100%	
			8	may be 6-24 months or expressed in years	
			9	may be 60-100%	
			10	may be deleted	
			11	may be deleted	
			12	may be deleted	
			13	may be deleted	
			14	may be 60-100%	
			15	may be deleted	
8	2.08	Elimination Period	1	may be deleted	
			2	may be deleted	
8	2.09	Employer	1	may be Participating Employer or some other description, or Employer will be named	
8	2.10	Essential Duty	1	number of hours will be shown - will be 20-80; or sentence deleted	
8	2.11	Indexed Pre-disability Earnings	1	percentage may be from 3-15	
			2	may be 12-36 months or expressed in years	
			3	entire clause may be deleted	
			4	may be 5-10	
			5	may be "approved by the Insurance Commissioner of the state in which the Policy is delivered."	
8	2.12	Mental Illness			
8	2.13	[Monthly] Benefit	1	the entire phrase may or may not be included depending on case specifics	
			2	may be 9, 10, 11 or 12 months	
8	2.14	Monthly Income Loss			
9,10	2.15	Other Income Benefits			
			1	may be deleted	
			2	may be deleted	
			3	may be deleted	
			4	may be deleted	
			5	may be deleted	
			6	may be deleted	
			7	may be 80-100%	
			8	may be 80-100%	
			9	may be deleted	
			10	may be deleted	
			11	may be deleted	
			12	may be deleted	

Page #	Module #	Description	Variable #	Description of Variables	Use
			13	may be deleted	
			14	may be deleted	
			15	may be deleted	
			16	may be deleted or may be 12 to 60 months	
11	2.16	Participating [Employer]	1	description may be revised to meet the case specifics and to describe the participating entity.	
11	2.17	Physician			
11	2.18.1	Pre-disability Earnings	1	items from this list may be deleted to correspond with Policyholder composition	
			2	monthly may be annual or weekly	
			3	number will be 1 to 10 or "tax" may be deleted	
			4	may be deleted	
			5	may be deleted	
			6	any from this list may be deleted or other items may be added to reflect the case specifics	
11	2.18.2	Pre-disability Earnings	1	description of class will be shown or reference deleted	
			2	monthly may be annual or weekly	
			3	any from this list may be deleted or other items may be added to reflect the case specifics	
			4	number will be 1 to 10	
			5	may be deleted	
			6	may be deleted	
			7	any from this list may be deleted or other items may be added to reflect the case specifics	
12	2.18.3	Pre-disability Earnings	1	description of class will be shown or reference deleted	
			2	may be deleted	
			3	any from this list may be deleted or other items may be added to reflect the case specifics	
			4	may be deleted	
			5	may be deleted	
			6	any from this list may be deleted or other items may be added to reflect the case specifics	
			7	may be deleted	
12	2.19	Prior Policy	1	actual policy and insurance carrier may be stated here; this will be an accurate description of the Prior Policy	
			2	name of Employer/Policyholder may be stated here	
12	2.20	Regular Care of a Physician			
12	2.21	Rehabilitation	1	list may be amended, added to or items deleted to reflect current practices and/or advances in rehabilitation as available	
12	2.22	Related	1	actual relationship may be stated or phrase deleted	
13	2.23	Retirement Plan	1	list may be amended, added to or items deleted to reflect Policyholder's retirement plans	
13	2.24	Substance Abuse	1	may be deleted	

Page #	Module #	Description	Variable #	Description of Variables	Use
13	2.25	The Policy	1	Policyholder name and Policy number may be stated	
13	2.26	Tips and Tokens	1	may be deleted	
			2	clause may be deleted or "monetary" may be deleted	
			3	clause and items 1 and 2 may be deleted	
			4	number will be 12 to 60 months or may be expressed in Calendar Years (1-5) or weeks (1-52)	
			5	may be actual date	
			6	may be specific period noted above	
13	2.27	Trust	1	trust may be named or described here	
13	2.28	We, Our, or Us	1	United Heritage Life Insurance Company or United Heritage may be identified here	
13	2.29	Your Occupation	1	may be deleted; may be used with next paragraph; more specific description may be used	
			2	may be deleted; may be used with preceding paragraph; more specific description may be used	
13	2.30	You or Your			
14		Eligibility and Enrollment			
14	3.01	Eligible Persons: <i>Who is Eligible for Coverage?</i>			Optional module if language is not in Policy of Incorporation
14	3.02	Eligibility Waiting Period for Coverage: <i>When will I become Eligible?</i>	1	may be deleted if no waiting period for coverage	Optional module if language is not in Policy of Incorporation
14	3.03	Enrollment: <i>How do I enroll for coverage?</i>	1	sentences may be deleted; references to Option 1 and Option 2 will be deleted or will .reflect plans offered; Active Employees may be changed to reflect composition of the group and/or those eligible for which options offered	Optional module if language is not in Policy of Incorporation
			2	option(s) available may be stated here	
			3	may be deleted if no voice/electronic enrollment offered; specific instructions may be included here	
			4	entire section may be deleted or may be revised to accommodate Guaranteed Issue program	
			5	may be 31-60 days	
			6	reference to Annual Enrollment and/or Change in Family Status may be deleted or revised	
			7	Annual Enrollment may some other designation or time period	
			8	may be 31-60 days	
			9	may be deleted or Annual Enrollment may be referred to by some other designation	
14	3.04	[Evidence of Insurability: <i>What is Evidence of Insurability?</i>	1	items in list may be added to or deleted; Written may include telephonic and/or electronic	Optional module if language is not in Policy of Incorporation
			2	may be "Our"	
14	3.05	[Change in Family Status: <i>What constitutes a Change in Family Status?</i>	1	list may be added to or items may be deleted	Optional module if language is not in Policy of Incorporation
15		Period of Coverage			

Page #	Module #	Description	Variable #	Description of Variables	Use
15	4.01	Effective Date: <i>When does my coverage start?</i>	1	may be deleted or reference to "the Policy's costs" may be "the cost of coverage"	Optional module
			2	may be deleted	
			3	may be deleted	
			4	may be deleted or reference to "the Policy's costs" may be "the cost of coverage"	
			5	may be "the first day of the month following the date"	
			6	may be deleted	
			7	may be "the first day of the month following the date"	
			8	may be deleted	
			9	may be 31-60 days	
			10	may be "the first day of the month following the date"	
			11	may be deleted	
			12	may be deleted or may be some other reference	
			13	may be deleted	
15	4.02	Deferred Effective Date: <i>Will coverage take effect if I am not Actively at Work on the date my coverage is to start?</i>	1	may be Complications of Pregnancy	Optional module
			2	may be deleted	
			3	may be deleted	
15,16	4.03	Changes in Coverage: <i>Can I change my benefit options?</i>	1	either item may be deleted or a specific date maybe listed or may be at some other time or section may be deleted	Optional module
			2	may be 31-60 days	
			3	may be deleted	
			4	may be deleted or may reference options or dollar amounts specifically	
	4.03a		5	section may be deleted	
			6	"the date" or "the first day of the month" may be some other time reference or item may be deleted	
			7	item 2 may be deleted	
			8	Change in Family Status section may be deleted	
			9	may be 31-60 days	
			10	item 2 may be deleted	
			11	may be deleted or either item deleted	
	4.03b		12	may be deleted or class described	
			13	may be deleted or class described	
	4.03c		14	may be deleted or either item deleted	
16	4.04	Continuity From A Prior Policy: <i>Is there continuity of coverage from a Prior Policy?</i>	1	section may be revised to require eligibility under the Prior Policy or some other criteria based on language of the Prior Policy; either item may be deleted or second item may be "receiving benefits under the Prior Policy"	Optional module
	4.04a		2	entire section may be deleted if no pre-existing condition limitation under the policy	
			3	may be deleted	
	4.04b		4	may be Part-time, temporary or other kind of employee	

Page #	Module #	Description	Variable #	Description of Variables	Use
			5	date may be specified	
			6	may be 1-12 months	
		Termination Provisions			
17	5.01	Termination: <i>When will my coverage stop?</i>	1	the date may be "the last day of the month following the month in which" or may be "the premium due date on or next following"	Optional module
			2	item may be deleted	
			3	the date may be "the last day of the month following the month in which" or may be "the premium due date on or next following"	
			4	the date may be "the last day of the month following the month in which" or may be "the premium due date on or next following"	
			5	item may be deleted	
			6	may be "the date" or other period of time	
			7	list may be amended, added to or items deleted	
			8	may be deleted or "Part time" may be added or replace "Full time"	
			9	may be deleted	
17	5.02	Continuation Provisions: <i>Can my insurance be continued?</i>		NOTE: the specific types of continuation listed in this provision may be added to based on the Employer's plan of continuation specific to his or her particular business needs and requirements	Optional module
			1	may be deleted	
			2	reference to class and/or Participating Employer may be deleted	
			3	provision may be deleted	
			4	may be non-medical	
			5	may be "for [30] days after the date" where 30 may be 30-365 or may be expressed in months	
			6	provision may be deleted	
			7	may be "for [X] days after the date" where "X" days may be 30-365 or may be expressed in months	
			8	provision may be deleted	
			9	may be 12-52 and/or second clause deleted	
			10	provision may be deleted	
			11	may be "for [X] days after the date" where "X" days may be 30-365 or may be expressed in months	
			12	provision may be deleted	
			13	may be medical, non-medical or non-paid	
			14	may be "for [X] days after the date" where "X" days may be 30-365 or may be expressed in months	
			15	provision may be deleted	
			16	May be 8-52 weeks; or may be replaced by "8-52 weeks, or longer if required by other applicable law."	
			17	may be deleted	

Page #	Module #	Description	Variable #	Description of Variables	Use
18	5.03	Coverage while Disabled: <i>Does my insurance continue while I am Disabled and no longer an Active Employee?</i>	1	either item may be deleted	Optional module
18	5.04	Waiver of Premium: <i>Am I required to pay Premiums while I am Disabled?</i>	1	items 1 or 2 may be deleted or specific date specified in item 2 or some other time period specified	Optional module
18	5.05	Extension of Benefits for Total Disability: <i>Do my benefits continue if the Policy terminates?</i>			Optional module
19		Benefits			
19	6.01	Disability Benefit: <i>When do I qualify for Disability Benefits?</i>			
19	6.02.1	Mental Illness And Substance Abuse Benefits: <i>Are benefits limited for Mental Illness[or Substance Abuse?]</i>	1	may be deleted	
			2	item may be deleted; items listed may be added to or deleted	
			3	paragraph may be replaced by: Benefits will be payable: 1) for as long as you are confined in a hospital or other place licensed to provide medical care for the disabling condition; or, 2) if not confined, or after you are discharged and still disabled, for a total of [24 months] for all such disabilities during your lifetime. OR Benefits will be payable only for so long as you are confined in a hospital or other place licensed to provide medical care for the disabling condition.	
			4	24 months may be 12-60 months	
			5	24 months may be 12-60 months	
			6	may be 60-180 days	
			7	may be 7-30 days	
			8	may be 60-180 days	
			9	may be 7-30 days	
			10	may be 7-30 days	
19	6.02.2	Substance Abuse Limitation: <i>Are benefits limited for alcoholism or Substance Abuse?</i>	1	may be deleted	
			2	Items listed may be added to or deleted	
			3	may be "up to 60 months"	
20	6.03	Recurrent Disability: <i>What happens if I Recover but become Disabled again?</i>	1	may be "equal to" and 7-365 days may be stated	
			2	may be 3-9 months	
			3	may be 3-9 months	

Page #	Module #	Description	Variable #	Description of Variables	Use
20	6.04.1	Calculation of Monthly Benefit: <i>How are my Disability benefits calculated [during the Initial Benefit Period]?</i>	1	may be deleted	
			2	may be deleted	
			3	may be deleted	
20,21	6.04.2	Calculation of Monthly Benefit:Return to Work Incentive: <i>How are my Disability benefits calculated?</i>	1	may be 12-36 months or expressed in years	
			2	may be deleted	
			3	may be deleted	
			4	may be 60-100%	
			5	may be 12-60 months or expressed in years	
			6	may be deleted	
			7	may be deleted	
			8	may be deleted	
21	6.04.3	Calculation of Monthly Benefit:Return to Work Incentive: <i>How are my Disability benefits calculated?</i>	1	may be 12-60 months or expressed in years	
			2	may be 60-100%	
			3	may be deleted	
			4	may be deleted	
22	6.05	Calculation of Monthly Benefit: What happens if the sum of [my Monthly Benefit, Current Monthly Earnings and Other Income Benefits] Exceeds 100 % of my Pre-disability Earnings?	1	Monthly Benefit may be added to Current Earnings and/or Other Income Benefits for the purpose of this provision.	
			2	statement may or may not be included depending on case specifics	
			3	statement may or may not be included depending on case specifics	
22	6.06	Minimum Monthly Benefit: <i>Is there a Minimum Monthly Benefit?</i>			
22	6.07	Partial Month Payment: <i>How is the benefit calculated for a period of less than a month?</i>			
22	6.08	Denial of Social Security Benefits: <i>After the Initial Benefit Period expires, is there any allowance if you are ineligible for Social Security?</i>			
23	6.09	Termination of Payment: <i>When will my benefit payments end?</i>	1	item may be deleted	

Page #	Module #	Description	Variable #	Description of Variables	Use
			2	may be deleted	
			3	may be deleted	
			4	may be deleted	
			5	may be deleted	
			6	may be deleted	
			7	may be 60-100%	
			8	may be deleted	
			9	may be deleted	
			10	may be deleted	
			11	may be deleted	
			12	may be deleted	
			13	may be deleted	
			14	each one of items a-d may be deleted or combined	
			15	may be deleted	
24	6.1	Family Care Credit Benefit: <i>What if I must incur expenses for Family Care Services in order to participate in a Rehabilitation program?</i>	1	may be age 10-26	optional module
			2	may be 100-800	
			3	may be 6-12 months	
			4	may be \$100-\$400	
			5	may be \$2500-\$10,000	
			6	may be 12-36 months or expressed in years	
			7	may be 80-100%	
			8	may be deleted	
25	6.11	Cost-Of-Living Adjustment: <i>How do my benefits keep abreast of inflation?</i>	1	may be "We may"	optional module
			2	may be 12-36 months or expressed in years	
			3	item may be deleted	
			4	item may be deleted or % may be 20-50%	
			5	may be Policy Anniversary or some other date	
			6	may be 3-15%	
			7	may be 3/4 or deleted	
			8	may be deleted	
			9	may be 5 to unlimited	
			10	may name comparable CPI-W indicator or: "approved by the Insurance Commissioner of the state in which the Policy is being delivered."	
26,27	6.12	Survivor Income Benefit: Will my survivors receive a benefit if I die while receiving Disability Benefits?	1	the term "Disability" may be deleted depending on case specifics	optional module

Page #	Module #	Description	Variable #	Description of Variables	Use
			2	phrase may be deleted	
			3	may be 12-36 months or expressed in years and/or "or have met the Elimination Period" may be added	
			4	may be called something else or deleted or "benefit" may be substituted	
			5	statement may be deleted	
			6	may be:[The Survivor Income Benefit will only be paid: 1) to Your Surviving Spouse; or 2) if no Surviving Spouse, in equal shares to Your Surviving Children.] If there is no Surviving Spouse or Surviving Children, then no benefit will be paid.]	
			7	either 1) or 2) or both may be included or deleted	
			8	may be deleted	
			9	may be deleted	
			10	or may show actual dollar amount or may state: "The Survivor Income Benefit amount is shown in the Schedule"; or monthly benefit amount and maximum payment period language may be substituted	
			11	optional benefit amount may be shown here where "3" may be "3-12"	
			12	beneficiary language may be deleted	
			13	may be deleted	
			14	19 may be 19-26	
			15	may be deleted	
			16	entire option may be deleted	
			17	may be 6-12 months or an equivalent number of weeks	
			18	may include one statement or the other or both 1) and 2)	
			19	may be 6-12 months	
27	6.13	Extended Earnings Protection Benefit: <i>Will benefits continue to be paid after my return to Active Employment if my earnings are less than Pre-disability Earnings?</i>	1	may be deleted or "Part time" may be added or replace "Full time"	optional module
			2	may be deleted	
			3	may be deleted	
			4	may be 60-80%	
			5	may be deleted	
			6	may be deleted	
			7	may be 3-24 months	
			8	may be 60-80%	
27	6.14	Workplace Modification Benefit: <i>Will the Rehabilitation program provide for modifications to my workplace to accommodate my return to work?</i>			

Page #	Module #	Description	Variable #	Description of Variables	Use
28	6.15	Pension Contribution Benefit: <i>Does this Policy also cover contributions to a Pension Policy?</i>	1	may be 1 year; may be 1-5 years or all items may be replaced with language to accommodate Policyholder request and practice	optional module
			2	may be deleted and flat amount stated	
			3	may be 15-75%; entire list may be amended to meet the case specifications	
			4	may be \$2,500-\$10,000	
			5	may be 12-36 months or expressed in years or may be deleted	
28	6.16, 6.16a	Infectious And Contagious Disease Benefit: <i>If it is disclosed that I carry an Infectious and Contagious Disease, will the Policy cover the income lost as the result of limitations placed on my license or reduced patronage?</i>	1	may be 6-36 months or expressed in years or may be 1-26 weeks	optional module
			2	may be Benefit Commence period	
			3	may be 20-60%	
	6.16b		4	may be replaced by the following: We will use the following calculation to determine Your [Weekly/Monthly] Benefit: Weekly/Monthly Benefit = $\frac{A - B}{A} \times C$ Where A = Your Pre disability Weekly/Monthly Earnings. B = Your Current Weekly/Monthly Earnings. C = The [Weekly/Monthly Benefit] payable if You were Totally Disabled.]	
			5	may be deleted	
			6	may be deleted	
29	6.16c		7	may be 40-80%	
			8	may be deleted or some other determinate may be listed	
			9	may be either table or payable	
			10	may be deleted	
			11	may be 1-5 years or 1-26 weeks	
29,30	6.17	Activities of Daily Living Benefit: <i>What is the Activities of Daily Living Benefit?</i>	1	may be 2-4	optional module
			2	either item may be deleted	
			3	may be 30-90 days	
			4	flat benefit amount may be stated here or % may be 10-40; monthly may be revised to meet specifications of the case	
			5	\$5,000 may be \$5,000 - \$15,000	
			6	may be deleted	
			7	may be 1 - 10 years	
			8	may be deleted	

Page #	Module #	Description	Variable #	Description of Variables	Use
			9	may be deleted	
			10	may be 2-5	
			11	may be deleted or maximum shown here	
30	6.18	Accidental Dismemberment and Loss of Sight Benefit: <i>What benefits are payable for dismemberment or loss of sight due to an accidental bodily injury?</i>	1	may be 90-365 days	optional module
			2	items may be added to loss table	
			3	items will correspond to loss table	
31	6.19	Business Protection Benefit: <i>Are additional Disability Benefits paid to compensate for business revenue lost when I am Disabled?</i>	1	may be 90-365 days	optional module
			2	may be edited to reflect case specifics	
			3	may be 15%-25%	
			4	may be "Monthly Income Loss"	
			5	may be \$2,500-\$5,000	
			6	may be deleted	
			7	items in list may be deleted to, amended or added to or last item deleted	
			8	may be 12-36	
31	6.20	Cafeteria Plan Election Restriction			optional module
31	6.21	[Rehabilitation Bonus: What happens if I successfully complete an approved program of Rehabilitation?	1	entire module may or may not be included	optional module
			2	May be 1-12 times the Monthly Benefit	
		Exclusions and Limitations			
32	7.01	Exclusions: What Disabilities are not covered?	1	items in this list may be deleted	optional module
			2	phrase may be deleted	
			3	may be deleted	
			4	may be "accidental bodily injury" and "sickness" if LTD	
			5	may be "accidental bodily injury" and "sickness" if LTD	
			6	may be any or another	
32	7.02	Pre-Existing Condition Limitation: <i>Are benefits limited for Pre-existing Conditions?</i>	1	may be: We will pay benefits, or an increase in benefits, under The Policy for any Disability that results from, or is caused or contributed to by, a Pre-existing Condition for a limited number of days as shown in the Schedule.	Optional module
			2	may be deleted	
			3	may be 90-365 days; 3-12 months	
			4	may be deleted	
			5	may be 90-365 days; 3-12 months	

Page #	Module #	Description	Variable #	Description of Variables	Use
			6	may be deleted	
			7	may be deleted	
			8	may be 30-180 days; 1-6 months	
		GENERAL PROVISIONS			
33	8.01	Notice of Claim: <i>When should I notify the Company of a claim?</i>	1	may be deleted	Always included
			2	"written" may be deleted or may be "written, electronic or telephonic" or any variation thereof	
			3	may be 20-90 days	
			4	may be deleted	
			5	may be deleted	
			6	may be 20-90 days	
33	8.02	Claim Forms: <i>Are special forms required to file a claim?</i>	1	may be deleted	Always included
			2	may be 15-45 days	
			3	may be 15-45 days	
			4	"written" may be deleted or may be "written, electronic or telephonic" or any variation thereof	
			5	may be deleted	
			6	may be 15 - 45 days	
33	8.03	Proof of Loss: <i>What is Proof of Loss?</i>	1	list may be added to or items may be deleted	Always included
33	8.04	Additional Proof of Loss: <i>What additional proof of loss is the Company entitled to?</i>			Optional module
34	8.05	Sending Proof of Loss: <i>When must proof of Loss be given?</i>	1	may be 90-180 days	Always included
			2	may be 1-2 years	
			3	may be 30-90 days	
34	8.06	Claim Payment: <i>When are benefit payments issued?</i>	1	may be "immediately"	Always included
34	8.07	Claims to be Paid: <i>To whom will my claim be paid?</i>	1	may be \$1,000-\$7,000	Always included
34	8.08	Claim Denial: <i>What notification will I receive if my claim is denied?</i>			Always included
34	8.09	Claim Appeal: <i>What recourse do I have if my claim is denied?</i>	1	may be 180-365 days	Always included
			2	may be 60-180 days	
35	8.10	Social Security: <i>When must I apply for Social Security Benefits?</i>	1	may be 30-180 days	Optional module

Page #	Module #	Description	Variable #	Description of Variables	Use
35	8.11	Benefit Estimates: <i>How does the Company estimate Disability benefits under the United States Social Security Act?</i>			Optional module
35	8.12	Overpayment: <i>When does an overpayment occur?</i>	1	Items in list may be added to or deleted	Optional module
36	8.13	Overpayment Recovery: <i>How does the Company exercise the right to recover overpayments?</i>	1	may be 30-90 days	Optional module
			2	Items in list may be added to or deleted	
			3	may be deleted	
36	8.14	Subrogation: <i>What are the Company's subrogation rights?</i>	1	definition of "Third Party" may be included in next provision if this provision deleted.	Optional module
36	8.15	Reimbursement: <i>What are the Company's Reimbursement Rights?</i>			Optional module
36	8.16	Legal Actions: <i>When can legal action be taken?</i>	1	may be 60-180 days	Always included
			2	may be 3-6 years	
			3	may be deleted	
37	8.17	Fraud: <i>How does the Company deal with fraud?</i>	1	may be "Your Third Party Administrator" / "Policyholder" / "Association" / "Organization" or the like	Always included
			2	may be "Your Third Party Administrator" / "Policyholder" / "Association" / "Organization" or the like	
			3	may be "Your Third Party Administrator" / "Policyholder" / "Association" / "Organization" or the like	
37	8.18	Misstatements: <i>What happens if facts are misstated?</i>	1	may be deleted; or "except fraudulent misstatements" may be added	Always included
37	8.19	Policy Interpretation: <i>Who interprets Policy terms and conditions?</i>			Optional module



IN CASE OF CONSUMER COMPLAINTS CONCERNING OR CONNECTED TO THIS POLICY, PLEASE CONTACT YOUR AGENT OR BROKER FOR ASSISTANCE, OR CONTACT:

UNITED HERITAGE LIFE INSURANCE COMPANY

P.O. BOX 7777

MERIDIAN, IDAHO 83680-7777

(208)-493-6100

(800) 657-6351

IF DISCUSSIONS WITH THE INSURER, OR ITS AGENT OR OTHER REPRESENTATIVE, OR BOTH, HAVE FAILED TO PRODUCE A SATISFACTORY RESOLUTION TO THE PROBLEM, YOU MAY CONTACT:

ARKANSAS INSURANCE DEPARTMENT

CONSUMER SERVICES DIVISION

1200 WEST THIRD STREET

LITTLE ROCK, AR 72201-1904

TELEPHONE NUMBER: 1-800-852-5494 OR 1-501-371-2540



UNITED HERITAGE LIFE INSURANCE COMPANY

707 E United Heritage Ct, Meridian, Idaho 83642-3527

P.O. Box 7777 - Meridian, Idaho 83680-7777

1-800-657-6351

CERTIFICATE OF INSURANCE

[Policyholder: ABC Policyholder]

1

[Policy Number: XXX-XXXXXXX]

[Policy Effective Date: DATE]

[Policy Anniversary Date: DATE]

[Participating Entity]

[Account Number: XXXXXXXX]

We have issued The Policy to the Policyholder. Our name, the Policyholder's name and The Policy Number are shown above. The provisions of The Policy, which are important to You, are summarized in this certificate consisting of this form and any additional forms which have been made a part of this certificate. This certificate replaces any other certificate We may have given to You earlier under The Policy. The Policy alone is the only contract under which payment will be made. Any difference between The Policy and this certificate will be settled according to the provisions of The Policy on file with Us at Our home office. The Policy may be inspected at the office of the Policyholder.

Signed for the Company

Marjorie A. Hopkins, Secretary

Dennis L. Johnson, President

2

Some terms and provisions contained in this Group Certificate may not apply to your policy. If you have questions regarding your benefits, see the Schedule of Insurance page or contact your Human Resources office or your Plan Administrator.

A note on capitalization in this certificate:

Capitalization of a term, not normally capitalized according to the rules of standard punctuation, indicates a word or phrase that is a defined term in The Policy or refers to a specific provision contained herein.

TABLE OF CONTENTS

3

[Section I	Schedule of Insurance
Section II	Definitions
Section III	Eligibility and Enrollment
Section IV	Period of Coverage
Section V	Termination Provisions
Section VI	Benefits
Section VII	Exclusions and Limitations
Section VIII	General Provisions]

Section I

SCHEDULE OF INSURANCE

[The Policy of short term Disability insurance provides You with short term income protection if You become Disabled from a covered Injury, Sickness or pregnancy. **Please refer to Your group enrollment form to see the Option that applies to You.**

1

The benefits described herein are those in effect as of DATE.

Cost of Coverage:

Option 1 - You do not contribute toward the cost of coverage under Option 1.

Option 2 - You must contribute toward the cost of coverage under Option 2.

Module Number 1.01

Eligible Class(es) for Coverage: All Full-time and Part-time Active Employees who are citizens or legal residents of the United States, its territories and protectorates; excluding temporary, leased or seasonal employees.

Full-time Employment: at least # hours weekly

Module Number 1.02

Weekly Benefit: The lesser of:

- 1) Option 1: [X% of Your Pre-disability Earnings/an amount you elect in increments of \$X;]
- 2) Option 2: [X% of Your Pre-disability Earnings/an amount you elect in increments of \$X]; or
- 3) \$XX.

The Weekly Benefit will be rounded to the next higher \$10.00/\$1.00 if not already such a multiple.

Module Number 1.03

Minimum Weekly Benefit: \$XXX

[In no event will the Minimum Weekly Benefit be less than \$12.50.]

Module Number

1.04-AR

Maximum Duration of Benefits Payable:

- 1) if Your Disability is the result of a Pre-existing Condition: # days if caused by Injury or Sickness; otherwise
- 2) # weeks if caused by Injury or Sickness

Module Number 1.05

Benefits Commence::

- 1) for Disability caused by Injury: on the 1st consecutive day of Total Disability or Disabled and Working;
- 2) for Disability caused by Sickness: on the 8th consecutive day of Total Disability or Disabled and Working
- 3) with the exception of benefits required by state law, the expiration of any Employer sponsored salary continuation program.

For hospital confinements of 24 hours or more, or for an Outpatient Surgical Procedure which necessitates a Total Disability period or a Disabled and Working Disability period of 24 hours or more after surgery, benefits commence:

- 1) on the first day of hospital confinement; or
- 2) on the date of the Outpatient Surgical Procedure.

Module Number 1.06

Annual Enrollment Period: From month & day through month & day

Module Number 1.07

Eligibility Waiting Period for Coverage

- 1) XX days - if You are Actively at Work for the Employer on the Policy Effective Date; or
- 2) XX days - if You start working for the Employer after the Policy Effective Date.

The number of days referenced above are continuous calendar days. The Eligibility Waiting Period for Coverage will be reduced by the period of time You were a Full-time/Part-time/temporary Active Employee with the Employer under the Prior Policy.]

Module Number 1.08

Section I

SCHEDULE OF INSURANCE

[Disclosure of Fees:

We may reduce or adjust premiums, rates, fees and/or other expenses for programs under The Policy.

[Disclosure of Services:

In addition to the insurance coverage, We may offer noninsurance benefits and services to [Active [Employees]].

[Disclosure of Payment to [the Policyholder]

We [have agreed to] make payment to [the Policyholder] for reimbursement of cost(s) associated with [:

- 1) audit;
- 2) marketing communication services; and
- 3) [other] administrative expenses.]]

Module Number 1.10

Section II DEFINITIONS

[Actively at Work]	means at work with [the Employer] on a day that is one of [the Employer's] scheduled workdays. On that day, You must be performing for wage or profit all of the regular duties of Your Occupation:	
	1) in the usual way; and	1
	2) for [Your usual number of hours.]	2
	[We will consider You Actively at Work on a day that is not a scheduled work day only if You were Actively at Work on the preceding scheduled work day.]	
Module Number 2.01		
Active [Employee]	means [an employee who works for the Employer on a regular basis in the usual course of the Employer's business. This must be at least the number of hours shown in the Schedule of Insurance.]	1
Module Number 2.02		
Any Occupation	means any occupation for which You are qualified by education, training or experience, [and that has an earnings potential greater than the lesser of:	1
	1) [the product of Your Indexed Pre-disability Earnings and the Initial Benefit Period Percentage]; or	2 3
	2) [the Maximum Weekly Benefit.]]	
Module Number 2.03		
Bonuses	means the [weekly average of monetary] bonuses You received from [the Employer] [over:	1,2,3
	1) the [X month] period ending [immediately prior to the date] You became Disabled; or	4,5 6
	2) the period of time You worked for [the Employer,] if shorter than [the above period/X months.]]	
Module Number 2.04		
Commissions	means the [weekly average of monetary] commissions You received from [the Employer] [over:	1,2,3 4,5
	1) the [X month] period ending [immediately prior to the date] You became Disabled; or	6
	2) the period of time You worked for [the Employer], if shorter than [the above period/X months.]]	
Module Number 2.05		
[Current [Monthly/Weekly] Earnings]	means [Monthly/Weekly] earnings You receive from:	
	1) [the Employer; and	1
	2) other employment;]	
	while You are Disabled [and eligible for the Disabled and Working Benefit.]	2
	[However, if the other employment is a job You held in addition to Your job with the Employer, then during any period that You are entitled to benefits for being Disabled from Your Occupation, only the portion of Your earnings that exceed Your average earnings from the other employer over the [6 month] period just before You became Disabled will	3 4
	count as Current [Monthly/Weekly] Earnings.]	
	[Current [Monthly/Weekly] Earnings also includes the pay You could have received for another job or a modified job if:	5
	1) such job was offered to You by the Employer, or another employer, and You refused the offer; and	
	2) the requirements of the position were consistent with:	
	a) Your education, training and experience; and	
	b) Your capabilities as medically substantiated by Your Physician.]	

Module Number 2.06

Section II

DEFINITIONS

Disabled and Working	means that You [or Your Spouse] are prevented by:	1
	<ul style="list-style-type: none"> 1) Injury; 2) Sickness; 3) Mental Illness; 4) Substance Abuse; or 5) [pregnancy] 	2
	from performing some, but not all of the Essential Duties of Your [or his or her] Occupation, are working on a part-time or limited duty basis [before age 70] [and, as a result, Your [or Your Spouse's] Current [Weekly] Earnings are more than [20]%, but are less than or equal to [80]% of Your [or Your Spouse's] Pre-disability Earnings.]	3,4 5,6,7
Module Number 2.07		
Disability or Disabled	means Total Disability [or Disabled and Working Disability].	1
Module Number 2.08		
Employer	means the [Policyholder].	1
Module Number 2.09		
Essential Duty	means a duty that:	
	<ul style="list-style-type: none"> 1) is substantial, not incidental; 2) is fundamental or inherent to the occupation; and 3) cannot be reasonably omitted or changed. 	
	Your ability to work the number of hours in Your regularly scheduled workweek is an Essential Duty. [However, working more than [X] hours per week is not an Essential Duty.]	1
Module Number 2.10		
Injury	means bodily injury resulting:	
	<ul style="list-style-type: none"> 1) directly from accident; and 2) independently of all other causes; 	
	[which occurs while You are covered under The Policy.] [However, an Injury will be considered a Sickness if Your Disability begins more than 30 days after the date of the accident.]	1,2
Module Number 2.11		
Mental Illness	means a mental disorder as listed in the current version of the Diagnostic and Statistical Manual of Mental Disorders, published by the American Psychiatric Association. A Mental Illness may be caused by biological factors or result in physical symptoms or manifestations.	
	For the purpose of The Policy, Mental Illness does not include the following mental disorders outlined in the Diagnostic and Statistical Manual of Mental Disorders:	
	Mental Retardation;	
	<ul style="list-style-type: none"> 1) Pervasive Developmental Disorders; 2) Motor Skills Disorder; 3) Substance-Related Disorders; 4) Delirium, Dementia, and Amnesic and Other Cognitive Disorders; or 5) Narcolepsy and Sleep Disorders related to a General Medical Condition. 	
Module Number 2.12		

Section II DEFINITIONS

[Other Income Benefits]	means the amount of any benefit for loss of income, provided to You [or to Your family], as a result of the period of Disability for which You are claiming benefits under The Policy. This includes any such benefits for which You [or Your family] are eligible or that are paid to You, [to Your family] or to a third party on Your behalf, pursuant to any:	1
	1) [temporary, permanent disability, or impairment benefits under a Workers' Compensation Law, the Jones Act, occupational disease law, similar law or substitutes or exchanges for such benefits;]	2,3
	2) governmental law or program that provides disability or unemployment benefits as a result of Your job with the Employer;	4
	3) plan or arrangement of coverage, [other than income from any accumulated sick time, salary continuation or paid time off,] whether insured or not, which is received from the Employer as a result of employment by or association with the Employer or which is the result of membership in or association with any group, association, union or other organization;	5
	4) [any income You received from the Employer as a result of any accumulated sick time salary continuation or paid time off, which causes the Weekly Benefit, plus Other Income Benefits to exceed [X%] of Your Weekly Earnings. The amount in excess of [X%] of Your Weekly Earnings will be used to reduce the Weekly Benefit.]	6
	5) [individual insurance policy where the premium is wholly or partially paid by the Employer;]	7,8
	6) [mandatory "no-fault" automobile insurance plan;]	9
	7) disability benefits under:	10
	a) the United States Social Security Act or alternative plan offered by a state or municipal government;	
	b) the Railroad Retirement Act;	11
	c) the Canada Pension Plan, the Canada Old Age Security Act, the Quebec Pension Plan or any provincial pension or disability plan; or	
	d) similar plan or act;	
	that You, [Your spouse and/or children,] are eligible to receive because of Your Disability; or	
	8) disability benefit from the Department of Veterans Affairs, or any other foreign or domestic governmental agency:	
	a) that begins after You become Disabled; or	
	b) that You were receiving before becoming Disabled, but only as to the amount of any increase in the benefit attributed to Your Disability.	12
	Other Income Benefits also means any payments that are made to You or to Your family, or to a third party on Your behalf, pursuant to any:	
	1) disability benefit under the Employer's Retirement plan;	
	2) [temporary, permanent disability or impairment benefits under a Workers' Compensation Law, the Jones Act, occupational disease law, similar law or substitutes or exchanges for such benefits;]	
	3) portion of a settlement or judgment, minus associated costs, of a lawsuit that represents or compensates for Your loss of earnings; or	
	4) retirement benefit from a Retirement Plan that is wholly or partially funded by employer contributions, unless:	13
	a) You were receiving it prior to becoming Disabled; or	
	b) You immediately transfer the payment to another plan qualified by the United States Internal Revenue Service for the funding of a future retirement; (Other Income Benefits will not include the portion, if any, of such retirement benefit that was funded by Your [after-tax] contributions.); or	
	5) retirement benefits under:	
	a) the United States Social Security Act or alternative plan offered by a state or municipal government;	14
	b) the Railroad Retirement Act;	

Section II DEFINITIONS

- c) the Canada Pension Plan, the Canada Old Age Security Act, the Quebec Pension Plan or any provincial pension or disability plan; 15
- d) similar plan or act;
- that You, [Your spouse and children] receive because of Your retirement, unless You were receiving them prior to becoming Disabled.

[If You are paid Other Income Benefits in a lump sum or settlement, You must provide proof satisfactory to Us of: 16

- 1) the amount attributed to loss of income; and
- 2) the period of time covered by the lump sum or settlement.

We will pro-rate the lump sum or settlement over this period of time. If You cannot or do not provide this information, We will assume the entire sum to be for loss of income, [and the time period to be 24 months.] We may make a retroactive allocation of any retroactive Other Income Benefit. A retroactive allocation may result in an overpayment of Your claim.

The amount of any increase in Other Income Benefits will not be included as Other Income Benefits if such increase:

- 1) takes effect after the date benefits become payable under The Policy; and
- 2) is a general increase which applies to all persons who are entitled to such benefits.]

Module Number 2.13

Outpatient Surgical Procedure

means a medically necessary surgical procedure performed by a Physician in the outpatient department of a hospital or ambulatory surgical center.

Module Number 2.14

Participating [Employer]

means [an Employer who agrees to participate in the Trust, pays the required contribution for the Active Employees and is a participant in accordance with the provisions of The Policy.] 1

Module Number 2.15

Physician

means a person who is:

- 1) a doctor of medicine, osteopathy, psychology or other legally qualified practitioner of a healing art that We recognize or are required by law to recognize;
- 2) licensed to practice in the jurisdiction where care is being given;
- 3) practicing within the scope of that license; and
- 4) not You or Related to You by blood or marriage.

Module Number 2.16

Section II DEFINITIONS

[Pre-disability Earnings]	<p>means, [for sole proprietor, partners, members of a limited liability company taxable as a partnership under the federal income tax laws, or share holders in a S-Corporation]:</p> <ol style="list-style-type: none"> 1) the [weekly] average of earnings reported as "net earnings from self-employment" for federal income tax purposes for: <ol style="list-style-type: none"> a) the [X tax] year(s) just prior to the date of Disability; or b) the number of months You were employed in this capacity, if less than above period; and 2) [not] contributions You make through a salary reduction agreement with the Employer to: <ol style="list-style-type: none"> a) an Internal Revenue Code (IRC) Section 401(k), 403(b) or 457 deferred compensation arrangement; b) an executive non-qualified deferred compensation arrangement; or c) a salary reduction arrangement under an IRC Section 125 plan, <p>for the same period as above.</p> <p>Pre-disability Earnings [does not include] [bonuses, commissions, tips and tokens,] dividends, capital gains and returns of capital.</p>	<p>1</p> <p>2</p> <p>3</p> <p>4</p> <p>5,6</p>
<p>Module Number</p> <p>2.17.1</p> <p>Pre-disability Earnings</p>	<p>means, [for specific class description if applicable] Your average [weekly] rate of pay, [including Bonuses, Commissions and Tips and Tokens], from the Employer for the [X] calendar year(s) ending immediately before the date You become Disabled, or over the number of calendar months of employment, if less than this period:</p> <ol style="list-style-type: none"> 1) [not] including contributions you make through a salary reduction agreement with the Employer to: <ol style="list-style-type: none"> a) an Internal Revenue Code (IRC) Section 401(k), 403(b) or 457 deferred compensation arrangement; b) an executive non qualified deferred compensation arrangement; or c) a salary reduction arrangement under an IRC Section 125 plan; and 2) [not] including [bonuses, commissions, tips and tokens] overtime pay or expense reimbursements for the same period as above. 	<p>1,2</p> <p>3, 4</p> <p>5</p> <p>6,7</p>
<p>Module Number</p> <p>2.17.2</p> <p>Pre-disability Earnings</p>	<p>means, [for specific class description if applicable], Your regular [weekly] rate of pay, including [Bonuses, Commissions and Tips and Tokens],</p> <ol style="list-style-type: none"> 1) [not] including contributions you make through a salary reduction agreement with the Employer to: <ol style="list-style-type: none"> a) an Internal Revenue Code (IRC) Section 401(k), 403(b) or 457 deferred compensation arrangement; b) an executive non qualified deferred compensation arrangement; or c) a salary reduction arrangement under an IRC Section 125 plan; and 2) [not] including [bonuses, commissions and tips and tokens] overtime pay or expense reimbursements for the same period as above.] 	<p>1,2</p> <p>3</p> <p>4</p> <p>5,6</p>
<p>Module Number</p> <p>2.17.3</p> <p>[Prior Policy]</p>	<p>means the [long term disability insurance] carried by [the Employer] on the day before the [Policy] Effective Date.</p>	<p>1,2</p>
<p>Module Number 2.18</p> <p>Regular Care of a Physician</p>	<p>means that You are being treated by a Physician:</p> <ol style="list-style-type: none"> 1) whose medical training and clinical experience are suitable to treat Your disabling condition; and 2) whose treatment is: <ol style="list-style-type: none"> a) consistent with the diagnosis of the disabling condition; b) according to guidelines established by medical, research, and rehabilitative organizations; and c) administered as often as needed; 	

Section II DEFINITIONS

Module Number 2.19	to achieve the maximum medical improvement.	
Rehabilitative Employment	means employment or service which: <ol style="list-style-type: none"> 1) prepares a Disabled person to resume gainful work; and 2) is approved, in writing, by Us. 	
Module Number 2.20		
Related	means Your spouse or other adult living with You, sibling, parent, step-parent, grandparent, aunt, uncle, niece, nephew, son, daughter, or grandchild [or similar relationship in law].	1
Module Number 2.21		
[Retirement Plan]	means a defined benefit or defined contribution plan that provides benefits for Your retirement and which is not funded wholly by Your contributions. It does not include: <ol style="list-style-type: none"> 1) [a profit sharing plan; 2) thrift, savings or stock ownership plans; 3) a non-qualified deferred compensation plan; or 4) an individual retirement account (IRA), a tax sheltered annuity (TSA), Keogh Plan, 401(k) plan, 403(b) plan or 457 deferred compensation arrangement.] 	1
Module Number 2.22		
Sickness	means a Disability [or loss] which is: <ol style="list-style-type: none"> 1) caused or contributed to by: <ol style="list-style-type: none"> a) any condition, illness, disease or disorder of the body; b) any infection, except a pus-forming infection of an accidental cut or wound [or bacterial infection resulting from an accidental ingestion of a contaminated substance]; c) hernia of any type unless it is the immediate result of an accidental Injury covered by The Policy; or d) [pregnancy;] caused or contributed to by any medical [or surgical] treatment for a condition shown in item 1) above.	1 2 3 4
Module Number 2.23		
Substance Abuse	means the pattern of pathological use of alcohol or other psychoactive drugs and substances characterized by: <ol style="list-style-type: none"> 1) impairments in social and/or occupational functioning; 2) debilitating physical condition; 3) inability to abstain from or reduce consumption of the substance; or 4) the need for daily substance use to maintain adequate functioning. 	
	[Substance includes alcohol and drugs but excludes tobacco and caffeine.]	1
Module Number 2.24		
The Policy	means the policy which We issued to [The Policyholder under the policy number] shown on the face page.	1
Module Number 2.25		
Tips [and Tokens]	means the [weekly average of monetary] tips and tokens You received from [the Employer] [over: <ol style="list-style-type: none"> 1) the [X month] period ending [immediately prior to the date] You became Disabled; or 2) the period of time You worked for [the Employer], if shorter than [the above period/X months.]] 	1,2,3 4,5 6
Module Number 2.26		

Section II DEFINITIONS

Total Disability or Totally Disabled	means that You are prevented by:	
	1) Injury;	
	2) Sickness;	
	3) Mental Illness;	
	4) Substance Abuse; or	
	5) [pregnancy;]	1
	from performing the Essential Duties of Your Occupation,[and as a result, You are earning 20% or less of Your Pre-Disability Earnings.]	2
Module Number 2.27		
Trust	means [the trust fund established by XXX.]	1
Module Number 2.28		
We, Our, or Us	means [the insurance company named on the face page of The Policy.]	1
Module Number 2.29		
[Weekly] Benefit	means a [weekly] sum payable to You while You are Disabled, subject to the terms of The Policy. [Your Benefit will be paid according to the [9] month pay schedule established by Your employment contract in effect immediately prior to the date of Your Disability.]	1, 2 3
Module Number 2.30		
Your Occupation	means Your Occupation as it is recognized in the general workplace. Your Occupation does not mean the specific job You are performing for a specific employer or at a specific location.	
	[If You are a Physician or dentist, Your Occupation means the general or sub-specialty in which You are practicing for which there is a specialty or sub-specialty recognized by the American Board of Medical Specialties. If the sub-specialty in which You are practicing is not recognized by the American Board of Medical Specialties, You will be considered practicing in the general specialty category.]	1
	[If You are an attorney, Your Occupation means the legal specialty or specialties in which You have practiced in the five year period preceding Your becoming Disabled. If You have been in legal practice for less than five years, Your Occupation means the legal specialty or specialties in which You have practiced in the period preceding Your Disability.]	2
Module Number 2.31		
You or Your	means the person to whom this certificate is issued.]	
Module Number 2.32		

Section III

ELIGIBILITY AND ENROLLMENT

Eligible Persons: All persons in the class or classes shown in the Schedule of Insurance will be considered Eligible Persons.
Who is Eligible for Coverage?

Module Number 3.01

Eligibility for

Coverage: *When will I become Eligible?*

You will become eligible for coverage on the later of:

- 1) the [Policy] Effective Date ; [or
- 2) the date on which You complete the Eligibility Waiting Period for Coverage.

1

See the Schedule of Insurance for the Eligibility Waiting Period for Coverage.]

Module Number 3.02

Enrollment: *How do I enroll for coverage?*

[For coverage under Option 1, all eligible Active Employees will be enrolled automatically by the Employer.

1

For coverage under Option 2, You must enroll.] To enroll [for coverage]You must:

2

- 1) complete and sign a group insurance enrollment form which is satisfactory to Us; and
- 2) deliver it to the Employer.

3

[You have the option to enroll by voice recording or electronically. Your Employer will provide instructions.]

4, 5

[If You do not enroll within [31 days] after becoming eligible under The Policy, or if You were eligible to enroll under the Prior Policy and did not do so, and later choose to enroll:]

- 1) You must give Us Evidence of Insurability satisfactory to Us; and
- 2) [You may only enroll:
 - a) during an [Annual Enrollment Period] designated by the Policyholder; or
 - b) within [31 days] of the date You have a Change in Family Status.]

6

7

8

9

[The dates of the [Annual Enrollment Period] are shown in the Schedule of Insurance.]

Module Number 3.03

Evidence of

Insurability: *What is Evidence of Insurability?*

Evidence of Insurability may include, but will not be limited to:

- 1) [a completed and signed application approved by Us;
- 2) a medical examination; and
- 3) any additional information and attending Physicians' statements.]

1

All Evidence of Insurability will be furnished at [Your] expense. We will then determine if You are insurable under The Policy.

2

Module Number 3.04

Change in Family

Status: *What*

constitutes a Change in Family Status?

A Change in Family Status means:

- 1) [You get married or You execute a domestic partner affidavit;
- 2) Your child is born or You adopt or become the legal guardian of a child;
- 3) Your spouse dies or You and Your spouse divorce;
- 4) Your child is emancipated or dies;
- 5) Your spouse is no longer employed, which results in a loss of group insurance; or
- 6) You have a change in classification from part-time to full-time or from full-time to part-time.]

1

Module Number 3.05

Section IV PERIOD OF COVERAGE

Effective Date: <i>When does my coverage start?</i>	[If You are not required to contribute toward The Policy's cost,] Your coverage will start:	1
	1) [for benefit amounts not requiring Evidence of Insurability,] on the date You become eligible; or	2
	2) [for benefit amounts requiring Evidence of Insurability, on the date We approve such evidence.]	3
		4
		5,6
	[If You must contribute toward The Policy's cost,] Your coverage will start on the earliest of:	7,8
	1) [the date] You become eligible, [for benefit amounts not requiring Evidence of Insurability,] if You enroll or have enrolled by then;	9
	2) [the date] on which You enroll, [for benefit amounts not requiring Evidence of Insurability,] if You do so within [31 days] after the date You are eligible;	10,11
	3) [[the date] We approve Your Evidence of Insurability, for benefit amounts requiring Evidence of Insurability; or]	12,13
	4) [the first day of the month following the Annual Enrollment Period if You enroll, [for benefit amounts not requiring Evidence of Insurability,] during an Annual Enrollment Period.]	
Module Number 4.01		
Deferred	If You are absent from work due to:	
Effective Date: <i>Will my coverage start or an increase in my coverage take effect if I am not Actively at Work on the date my coverage is to start or increase?</i>	1) accidental bodily injury;	
	2) Sickness;	
	3) Mental Illness;	
	4) Substance Abuse; or	
	5) [pregnancy;]	1
	on the date Your insurance [or increase in coverage] would otherwise have become effective, Your insurance, [or increase in coverage] will not become effective until You are Actively at Work one full day.	2
		3
Module Number 4.02		

Section IV PERIOD OF COVERAGE

[Changes in Coverage: Can I change my benefit option?	<p>[You may change Your benefit option only:</p> <ol style="list-style-type: none"> 1) during an Annual Enrollment Period; or 2) within [31 days] of a Change in Family Status. <p>At such time] You may decrease coverage, or increase coverage to a higher option. [An increase in coverage [that is greater than the next higher option from Your current coverage] will be subject to Your submission of an application that meets Our approval.]]</p>	<p>1</p> <p>2</p> <p>3</p> <p>4</p>
<p>Module Number 4.03</p> <p><i>[When will a requested change in benefit option take effect?</i></p>	<p>[If You enroll for a change in benefit option during an Annual Enrollment Period, the change will take effect on the later of:</p> <ol style="list-style-type: none"> 1) [the first day of the month following the Annual Enrollment Period;] or 2) [the date We approve Your Evidence of Insurability if You are required to submit Evidence of Insurability.]] 	<p>5</p> <p>6</p> <p>7</p>
	<p>[If You enroll for a change in benefit option within [31 days] following a Change in Family Status, the change will take effect on the later of:</p> <ol style="list-style-type: none"> 1) the date You enroll for the change; or 2) [the date We approve Your Evidence of Insurability if You are required to submit Evidence of Insurability.]] 	<p>8, 9</p> <p>10</p>
	<p>[Any such increase in coverage is subject to the following provisions:</p> <ol style="list-style-type: none"> 1) Deferred Effective Date; and 2) Pre-existing Conditions Limitations.]] 	<p>11</p>
<p>Module Number 4.03a</p> <p><i>Do coverage amounts change if there is a change in [my class or] my rate of pay?</i></p>	<p>Your coverage may increase or decrease on the date there is a change in [Your class or] Pre-disability Earnings. However, no increase in coverage will be effective unless on that date You:</p> <ol style="list-style-type: none"> 1) are an Active Employee; and 2) are not absent from work due to being Disabled. If You were so absent from work, the effective date of such increase will be deferred until You are Actively at Work for one full day. 	<p>12</p> <p>13</p>
<p>Module Number 4.03b</p> <p><i>What happens if the Employer changes the Policy?</i></p> <p>Module Number 4.03c</p>	<p>No change in Your Pre-disability Earnings will become effective until the date We receive notice of the change.</p> <p>Any increase or decrease in coverage because of a change in The Policy will become effective on the date of the change, [subject to the following provisions:</p> <ol style="list-style-type: none"> 1) the Deferred Effective Date provision; and 2) Pre-existing Conditions Limitations.] 	<p>14</p>

Section IV PERIOD OF COVERAGE

Continuity From A Prior Policy: <i>Is there continuity of coverage from a Prior Policy?</i>	[If You were: 1) insured under the Prior Policy; and 2) not eligible to receive benefits under the Prior Policy; on the day before the [Policy] Effective Date, the Deferred Effective Date provision will not apply.]	1
Module Number 4.04 <i>Is my coverage under The Policy subject to the Pre-existing Condition Limitation?</i>	[If You become insured under The Policy on the [Policy] Effective Date and were covered under the Prior Policy on the day before the [Policy] Effective Date, the Pre-existing Conditions Limitation will end on the earliest of : 1) the [Policy] Effective Date, if Your coverage for the Disability was not limited by a pre-existing condition restriction under the Prior Policy; or 2) the date the restriction would have ceased to apply had the Prior Policy remained in force, if Your coverage was limited by a pre-existing condition limitation under the Prior Policy.	2
	[The amount of the [Weekly] Benefit payable for a Pre-existing Condition in accordance with the above paragraph will be the lesser of: 1) the [Weekly] Benefit which was paid by the Prior Policy; or 2) the [Weekly] Benefit provided by The Policy.]	3,4 5 6
	The Pre-existing Conditions Limitation will apply after the [Policy] Effective Date to the amount of a benefit increase which results from a change from the Prior Policy to The Policy, a change in benefit options, a change of class or a change in The Policy.]	
Module Number 4.04a <i>Do I have to satisfy an Elimination Period under The Policy if I was Disabled under the Prior Policy?</i>	If You received [weekly] benefits for disability under the Prior Policy, and You returned to work as a [Full-time] Active Employee [before The [Policy] Effective Date], then, if within [6 months] of Your return to work: 1) You have a recurrence of the same disability while covered under The Policy; and 2) there are no benefits available for the recurrence under the Prior Policy; the Elimination Period, which would otherwise apply, will be waived if the recurrence would have been covered without any further elimination period under the Prior Policy.	7 8,9,10

Module Number 4.04b

Section V

TERMINATION PROVISIONS

Termination:
When will my
coverage stop?

- Your coverage will end on the earliest of the following:
- | | |
|--|-----|
| 1) [the date] The Policy terminates; | 1 |
| 2) [[the date] The Policy no longer insures Your class;] | 2,3 |
| 3) [the date] premium payment is due but not paid by the Employer; | 4 |
| 4) [the last day of the period for which You make any required premium contribution;] | 5 |
| 5) [the last day of the month on or next following the month in which Your Employer terminates Your employment;] | 6 |
| 6) [the date] You cease to be a [Full-time] Active Employee in an eligible class for any reason, unless coverage is extended under the Continuation Provisions; or | 7,8 |
| 7) [the date Your Employer ceases to be a Participating Employer]. | 9 |

Module Number 5.01

**Continuation
Provisions:** Can
my insurance be
continued?

Your coverage can be continued by Your Employer beyond a date shown in the Termination provision, if Your Employer provides a plan of continuation which applies to all employees the same way. Continued coverage:

- | | |
|--|---|
| 1) is subject to any reductions in the Policy; | |
| 2) is subject to payment of premium [by the Employer;] and | 1 |
| 3) terminates when the Policy terminates, [coverage for Your class terminates or Your Employer ceases to be a Participating Employer.] | 2 |

In any event, Your benefit level, or the amount of earnings upon which Your benefits may be based, will be that in effect on the day before Your coverage was continued. Coverage may be continued in accordance with the above restrictions and as described below:

[Leave of Absence: If You are on a documented [medical] leave of absence, other than Family or Medical Leave, Your coverage may be continued [until the last day of the month in which] the leave of absence commenced. If the leave terminates prior to the agreed upon date, this continuation will cease immediately.] 3,4
5

[Lay-off: If You are temporarily laid off by the Employer due to lack of work, Your coverage may be continued [until the last day of the month in which] the lay-off commenced. If the lay-off becomes permanent, this continuation will cease immediately.] 6,7

[Family Medical Leave: If You are granted a leave of absence, in writing, according to the Family and Medical Leave Act of 1993, or other applicable state or local law, Your coverage may be continued for up to [12 weeks, or longer if required by other applicable law,] following the date Your leave commenced. If the leave terminates prior to the agreed upon date, this continuation will cease immediately.] 8
9

[General Work Stoppage (including a strike or lockout): If Your employment terminates due to a cessation of active work as the result of a general work stoppage (including a strike or lockout), Your coverage shall be continued during the work stoppage [until the last day of the month in which] the coverage terminated. If the work stoppage ends, this continuation will cease immediately.] 10
11
12,13
14

[Sabbatical: If You are on a documented [paid] sabbatical, Your coverage may be continued [until the last day of the month in which] the sabbatical commenced. If the sabbatical terminates prior to the agreed upon date, this continuation will cease immediately.] 15
16
17

[Military Leave of Absence: If You enter active military service and are granted a military leave of absence in writing, Your coverage may be continued for up to [8 weeks]. [If the leave ends prior to the agreed upon date, this continuation will cease immediately.]]

Module Number 5.02

Section V

TERMINATION PROVISIONS

Coverage while Disabled: <i>Does my insurance continue while I am Disabled and no longer an Active Employee?</i>	[If You are Disabled and You cease to be an Active Employee, Your insurance will be continued:	1
	<ol style="list-style-type: none"> 1) while You remain Disabled; and 2) until the end of the period for which You are entitled to receive [short term] Disability Benefits provided premiums for Your coverage continue to be paid. 	2
	After [short term] Disability benefit payments have ceased, Your insurance will be reinstated, provided:	3
	<ol style="list-style-type: none"> 1) You return to work for one full day as a [Full-time] Active Employee in an eligible class; 2) The Policy remains in force; and 3) the premiums for You were paid during Your Disability, and continue to be paid.] 	
Module Number 5.03 Extension of Benefits for Disability: <i>Do my benefits continue if the Policy terminates?</i>	If You are entitled to benefits while Disabled and The Policy terminates, benefits: <ol style="list-style-type: none"> 1) will continue as long as You remain Disabled by the same Disability; but 2) will not be provided beyond the date We would have ceased to pay benefits had the insurance remained in force. Termination of The Policy for any reason will have no effect on Our liability under this provision.	

Module Number 5.04

Section VI BENEFITS

Disability Benefit: <i>When do I qualify for Disability Benefits?</i>	<p>If, while covered under this Benefit, You:</p> <ol style="list-style-type: none"> 1) become Totally Disabled; 2) remain Totally Disabled; and 3) submit Proof of Loss to Us; <p>We will pay the Weekly Benefit.</p> <p>[The amount of any Weekly Benefit payable will be reduced by:</p> <ol style="list-style-type: none"> 1) the total amount of all Other Income Benefits, including any amount for which You could collect but did not apply; and 2) any income received from [the Employer] for the period You are Totally Disabled.] 	1 2
Module Number 6.01 [Minimum Weekly Benefit: <i>Is there a Minimum Weekly Benefit?</i>	Your Weekly Benefit will not be less than the Minimum Weekly Benefit shown in the Schedule of Insurance.]	1
Module Number 6.02 Partial Week Payment: <i>How is a benefit calculated for a period of less than a week?</i>	If a Weekly Benefit is payable for less than a week, We will pay [1/7] of the Weekly Benefit for each day You were Disabled.	1
Module Number 6.03 Recurrent Disability: <i>What happens to my benefits if I return to work as an Active Employee and then become Disabled again?</i>	<p>When Your return to work as an Active Employee is followed by a Disability, and such Disability is:</p> <ol style="list-style-type: none"> 1) due to the same cause; or 2) due to a related cause; and 3) within [14] consecutive [calendar] days of the return to work; <p>the Period of Disability prior to Your return to work and the recurrent Disability will be considered one Period of Disability, provided The Policy remains in force.</p> <p>If You return to work as an Active Employee for [14] consecutive days or more, any recurrence of a Disability will be treated as a new Disability.</p> <p>Period of Disability means a continuous length of time during which You are Disabled under The Policy.</p>	1, 2 3
Module Number 6.04 Multiple Causes: <i>How long will benefits be paid if a period of Disability is extended by another cause?</i>	<p>If a period of Disability is extended by a new cause while Weekly Benefits are payable, Weekly Benefits will continue while You remain Disabled, subject to the following:</p> <ol style="list-style-type: none"> 1) Weekly Benefits will not continue beyond the end of the original Maximum Duration of Benefits; and 2) any Exclusions [and Pre-existing Conditions Limitations] will apply to the new cause of Disability. 	1
Module Number 6.05 Termination of Benefit Payment: <i>When will my benefit payments end?</i>	<p>Benefit payments will stop on the earliest of:</p> <ol style="list-style-type: none"> 1) the date You are no longer Disabled; 2) the date You fail to furnish Proof of Loss; 3) [the date You are no longer under the Regular Care of a Physician, [unless qualified medical professionals have determined that further medical care and treatment would be of no benefit to You;]] 4) [the date You refuse Our request that You submit to an examination by a Physician or other qualified medical professional;] 	1,2 3

Section VI BENEFITS

- | | |
|--|-------|
| 5) the date of Your death; | 4 |
| 6) [the date You refuse to receive recommended treatment that is generally acknowledged by Physicians to cure, correct or limit the disabling condition;] | 4 |
| 7) [the last day benefits are payable according to the Maximum Duration of Benefits;] | 5 |
| 8) [the date Your Current Monthly/Weekly Earnings are equal to or greater than [80 %] of Your [Indexed] Pre-disability Earnings if You are receiving benefits for being Disabled from Your Occupation;] or | 6,7,8 |
| 9) the date no further benefits are payable under any provision in The Policy that limits benefit duration;] or | 9, 10 |
| 10) [the date You refuse to participate in a Rehabilitation program, [or refuse to cooperate with or try: | 11 |
| a) modifications made to the work site or job process to accommodate Your identified medical limitations to enable You to perform the Essential Duties of Your Occupation [or a Reasonable Alternative;] | 12 |
| b) adaptive equipment or devices designed to accommodate Your identified medical limitations to enable You to perform the Essential Duties of Your Occupation [or a Reasonable Alternative;]] or | 13 |
| 11) [the date You receive retirement benefits from any employer's Retirement plan, unless: | |
| a) You were receiving them prior to becoming Disabled; or | |
| b) You immediately transfer the payment to another plan qualified by the United States Internal Revenue Service for the funding of a future retirement.] | |

Module Number 6.06

Disabled and Working

Benefits: *How are benefits paid when I am Disabled and Working?*

If, while covered under this benefit, You are Disabled and Working, as defined, [We will use the following calculation to determine Your [or Your Spouse's] [Weekly/Monthly] Benefit:

$$[\text{Weekly/Monthly}] \text{ Benefit} = \frac{(A - B) \times C}{A}$$

Where

A = Your Pre-disability [Weekly/Monthly] Earnings.

B = Your Current [Weekly/Monthly] Earnings.

C = The [Weekly/Monthly Benefit] payable if You were Totally Disabled.]

If You are participating in a program of Rehabilitative Employment approved by Us, We will determine Your [Weekly/Monthly Benefit] by the Rehabilitative Employment Benefit.

[Days which You are Disabled and Working may be used to satisfy the Benefits Commence Period.]

Module Number 6.07.1

Disabled and Working

Benefits: *How are benefits paid when I am Disabled and Working?*

If, while covered under this benefit, You are Disabled and Working, as defined, [the Weekly/Monthly Benefit] otherwise payable for Total Disability will be reduced by [%] of Your Current [Weekly/Monthly] Earnings. Your [Weekly/Monthly Benefit], however, will not be less [than the Minimum Weekly/Monthly Benefit.]

If You are participating in a program of Rehabilitative Employment approved by Us, We will determine Your [Weekly/Monthly Benefit] by the Rehabilitative Employment Benefit.

[Days which You are Disabled and Working may be used to satisfy the Benefits Commence Period.]

Module Number 6.07.2

Disabled and Working

Benefits: *How are benefits paid when I am Disabled and Working?*

If, while covered under this benefit, You are Disabled and Working, as defined, [and payments under the Total Disability benefit under The Policy have begun, the following calculation will be used to determine Your [Weekly/Monthly Benefit]:

- 1) multiply Your Pre-Disability Earnings by the Benefit Percentage; and
- 2) compare the result with the Maximum Benefit; and

Section VI BENEFITS

Working?

- 3) from the lesser amount deduct Other Income Benefits.

Current Weekly/Monthly Earnings will not be used to reduce Your [Weekly/Monthly] Benefit. However, if the sum of Your Weekly/Monthly Benefit and Your Current [Weekly/Monthly] Earnings exceeds [80% of] Your Pre-Disability Earnings, We will reduce Your [Weekly/Monthly] Benefit by the amount of the excess.]

2

If You are participating in a program of Rehabilitative Employment approved by us, We will determine Your [Weekly/Monthly Benefit] by the Rehabilitative Employment Benefit.

3

[Days which You are Disabled and Working may be used to satisfy the Benefits Commence/Elimination Period.]

Module Number 6.07.3

Rehabilitative Employment

Benefit: What happens to my benefits if I accept Rehabilitative Employment?

If, while You are Totally Disabled [or Disabled and Working], You accept Rehabilitative Employment, We will continue to pay a [Weekly/Monthly] Benefit.

1

The [Weekly/Monthly] Benefit We will pay will be equal to Your Total Disability [Weekly/Monthly] Benefit, less 50% of any income received from the Rehabilitative Employment.

The sum of the [Weekly/Monthly] Benefit and total income received from Rehabilitative Employment may not exceed [100%] of Your Pre-disability Earnings. If this sum exceeds the Pre-disability Earnings, the [Weekly/Monthly] Benefit paid by Us will be reduced by the excess amount.

2

We reserve the right to review any Rehabilitative Employment You participate in while benefits are being paid under The Policy.

If You remain Totally Disabled [or Disabled and Working] after a period of Rehabilitative Employment, You may continue to receive benefits under the Total Disability Benefit [or Disabled and Working], subject to the Maximum Payment Period for such benefit.

Module Number 6.08

Cost-Of-Living

Adjustment: How do my benefits keep pace with inflation?

We [will] adjust Your Weekly Benefit for increases in the cost-of-living if:

1

- 1) You have been Disabled for [12 consecutive months]; and

2

- 2) [You are receiving benefits;] [and

3

- 3) Your Current Weekly Earnings are less than or equal to 20% of Your Pre-disability Earnings;]

4

when the Cost-of-Living Adjustment is made. We make the Cost-of-Living Adjustment [each year on January 1st.]

5

What is the Cost-of-Living Adjustment formula?

We apply the Cost-of-Living Adjustment formula by:

- 1) determining the lesser of:

6

- a) [%]; or

7

- b) [1/2] the percentage change in the Consumer Price Index;

- 2) multiplying the resulting percentage (%) times the Weekly Benefit for Disability being received; and

- 3) adding the resulting amount to Your Weekly Benefit.

You will not receive a Cost-of-Living Adjustment after:

8

- 1) You cease to be Disabled; [or

9

- 2) You have received [5] adjustments;] or

- 3) The Policy terminates.

When will the Cost-of-Living Adjustments end?

Consumer Price Index (CPI-W) means the index for Urban Wage Earners and Clerical Workers published by the United States Department of Labor. It measures on a periodic (usually monthly) basis the change in the cost of typical urban wage earners' and clerical

Section VI BENEFITS

workers' purchase of certain goods and services. If the index is discontinued or changed, We may use another nationally published index that is [comparable to the CPI-W / approved by the Insurance Commissioner of the state in which the Policy is delivered].

10

For the purposes of this benefit, the percentage change in the CPI-W means the difference between the current year's CPI-W as of July 31, and the prior year's CPI-W as of July 31, divided by the prior year's CPI-W.

Module Number 6.09

Cafeteria Plan Election Restriction

The Policy is a part of a Cafeteria Plan sponsored by Your employer and governed by the requirements of Section 125 of the Internal Revenue Code. The rules of the Cafeteria Plan will supersede any provisions of the Policy which are in conflict with them.

Cafeteria Plans are subject to the following restriction:

The benefits You elect during the enrollment period will remain in effect until the next enrollment period.

Section 125 allows exception to this rule only in specified situations, including Change in Family Status and commencement or termination of employment.

Module Number 6.10

Section VII

EXCLUSIONS AND LIMITATIONS

Exclusions: <i>What Disabilities are not covered?</i>	[The Policy does not cover, and We will not pay a benefit for any Disability:	1
	1) unless You are under the Regular Care of a Physician;	
	2) that is caused [or contributed to by] war or act of war (declared or not);	2
	3) caused by Your commission of or attempt to commit a felony;	
	4) caused or contributed to by Your being engaged in an illegal occupation;	
	5) caused [or contributed to by] an intentionally self-inflicted [Injury];	3,4
	6) unless it is the result of a work-related [Injury or Sickness] sustained in the course of performing tasks for the Employer;	5
	7) for which Workers' Compensation benefits are paid, or may be paid, if duly claimed; or	
	8) sustained as a result of doing any work for pay or profit for [any/another] employer, including self-employment.	
	 If You are receiving or are eligible for benefits for a Disability under a prior disability plan that:	
	1) was sponsored by the Employer; and	
	2) was terminated before the Effective Date of The Policy,	
	no benefits will be payable for the Disability under The Policy.]	
Module Number 7.01		
Pre-Existing Condition	[We will not pay any benefit, or any increase in benefits, under The Policy for any Disability that results from, or is caused or contributed to by, a Pre-existing Condition,]	1
Limitation: <i>Are benefits limited for Pre-existing Conditions?</i>	[unless, at the time You become Disabled:	2
	1) [You have not received Medical Care for the condition for [365] consecutive day(s)] while insured under The Policy; or]	3
	2) You have been continuously insured under The Policy for [365] consecutive day(s)].	4,5
	 Pre-existing Condition means:	6
	1) any [accidental bodily injury, sickness,] Mental Illness, pregnancy, or episode of Substance Abuse; or	
	2) any manifestations, symptoms, findings, or aggravations related to or resulting from such [accidental bodily injury, sickness,] Mental Illness, pregnancy, or Substance Abuse;	7
	for which You received Medical Care during the [180] day period that ends the day before:	8
	1) Your effective date of coverage; or	
	2) the effective date of a Change in Coverage.	
	 Medical Care is received when a physician or other health care provider:	
	1) is consulted or gives medical advice; or	
	2) recommends, prescribes, or provides Treatment.	
	 Treatment includes but is not limited to:	
	1) medical examinations, tests, attendance or observation; and	
	2) use of drugs, medicines, medical services, supplies or equipment.	

Module Number 7.02

Notice of Claim: <i>When should I notify the Company of a claim?</i>	You must give Us, [or Our representative,] [written] notice of a claim within [30 days] after Disability [or loss] occurs. If You cannot give notice within that time, You must give it to Us as soon as reasonably possible. Such notice must include Your name, Your address and the Policy Number.	1,2,3
		4
Module Number 8.01		5
Claim Forms: <i>Are special forms required to file a claim?</i>	We [or Our representative] will send forms to You to provide Proof of Loss, within [15 days] of receiving a Notice of Claim. If We do not send the forms within [15 days], You may submit any other [written] proof which fully describes the nature and extent of Your claim.	1, 2 3,4
	[Proof of loss is typically provided by telephone; however, if forms are required, they will be sent to You for providing Proof of Loss within 15 days after We receive a notice of claim.]	5
Module Number 8.02		
Proof of Loss: <i>What is Proof of Loss?</i>	[Proof of Loss may include but is not limited to the following: 1) documentation of: a) the date Your Disability began; b) the cause of Your Disability; c) the prognosis of Your Disability; d) Your Pre-disability Earnings, Current [Monthly/Weekly] Earnings or any income, including but not limited to copies of Your filed and signed federal and state tax returns; and e) evidence that You are under the Regular Care of a Physician; 2) any and all medical information, including x-ray films and photocopies of medical records, including histories, physical, mental or diagnostic examinations and treatment notes; 3) the names and addresses of all: a) Physicians or other qualified medical professionals You have consulted; b) hospitals or other medical facilities in which You have been treated; and c) pharmacies which have filled Your prescriptions within the past three years; 4) Your signed authorization for Us to obtain and release: a) medical, employment and financial information; and b) any other information We may reasonably require; 5) Your signed statement identifying all Other Income Benefits; and 6) proof that You and Your dependents have applied for all Other Income Benefits which are available.	1
	You will not be required to claim any retirement benefits which You may only get on a reduced basis.] All proof submitted must be satisfactory to Us.	
Module Number 8.03		
Additional Proof of Loss: <i>What additional proof of loss is the Company entitled to?</i>	To assist Us in determining if You are Disabled, or to determine if You meet any other term or condition of The Policy, We have the right to require You to: 1) meet and interview with our representative; and 2) be examined by a Physician, vocational expert, functional expert, or other medical or vocational professional of Our choice.	
	Any such interview, meeting or examination will be: 1) at Our expense; and 2) as reasonably required by us.	
	Your Additional Proof of Loss must be satisfactory to Us. Unless We determine You have a valid reason for refusal, We may deny, suspend or terminate Your benefits if You refuse to be examined or meet to be interviewed by Our representative.	

Section VIII

GENERAL PROVISIONS

Sending Proof of Loss: <i>When must proof of Loss be given?</i>	Written Proof of Loss must be sent to Us within [90 days] after the start of the period for which We are liable for payment. If proof is not given by the time it is due, it will not affect the claim if: <ol style="list-style-type: none">1) it was not possible to give proof within the required time; and2) proof is given as soon as possible; but3) not later than [1 year] after it is due, unless You are not legally competent. We may request Proof of Loss throughout Your Disability. In such cases, We must receive the proof within [30 days] of the request.	1 2 3
Module Number 8.05 Claim Payment: <i>When are benefit payments issued?</i>	When We determine that You; <ol style="list-style-type: none">1) are Disabled; and2) eligible to receive benefits; We will pay accrued benefits at the end of each month that You are Disabled. Payment will be issued prior to the 30 th day of the month, subject to Proof of Loss satisfactory to Us. We may, at Our option, make an advance benefit payment based on Our estimated duration of Your Disability. If any payment is due after a claim is terminated, it will be paid [as soon as] Proof of Loss satisfactory to Us is received.	1
Module Number 8.06 Claims to be Paid: <i>To whom will benefits for my claim be paid?</i>	Benefits are not payable for any period during which You are confined to a penal or correctional institution if the period of confinement exceeds 30 days. All payments are payable to You. Any payments owed at Your death may be paid to Your estate. If any payment is owed to: <ol style="list-style-type: none">1) Your estate;2) a person who is a minor; or3) a person who is not legally competent; then We may pay up to [\$1,000] to a person who is Related to You and who, at Our sole discretion, is entitled to it. Any such payment shall fulfill Our responsibility for the amount paid.	1
Module Number 8.07 Claim Denial: <i>What notification will I receive if my claim is denied</i>	If a claim for benefits is wholly or partly denied, You will be furnished with written notification of the decision. This written notification will: <ol style="list-style-type: none">1) give the specific reason(s) for the denial;2) make specific reference to the Policy provisions on which the denial is based;3) provide a description of any additional information necessary to perfect a claim and an explanation of why it is necessary; and4) provide an explanation of the review procedure.	
Module Number 8.08 Claim Appeal: <i>What recourse do I have if my claim is denied?</i>	On any claim, You or Your representative may appeal to Us for a full and fair review. To do so: <ol style="list-style-type: none">1) You must request a review upon written application within:<ol style="list-style-type: none">a) [180 days] of receipt of claim denial if the claim requires Us to make a determination of disability; orb) [60 days] of receipt of claim denial if the claim does not require Us to make a determination of disability; and2) You may request copies of all documents, records, and other information relevant to Your claim; and3) You may submit written comments, documents, records and other information relating to Your claim. We will respond to You in writing with Our final decision on the claim.	1 2
Module Number 8.09		

Section VIII

GENERAL PROVISIONS

[Social Security:
*When must I
apply for Social
Security Benefits?*

You must apply for Social Security disability benefits when the length of Your Disability meets the minimum duration required to apply for such benefits. You must apply within [45 days] from the date of Our request. If the Social Security Administration denies Your eligibility for benefits, You will be required:

1

- 1) to follow the process established by the Social Security Administration to reconsider the denial; and
- 2) if denied again, to request a hearing before an Administrative Law Judge of the Office of Hearing and Appeals.]

Module Number 8.10

Benefit

Estimates: *How
does the
Company
estimate Disability
benefits under the
United States
Social Security
Act?*

We reserve the right to reduce Your [Monthly/Weekly] Benefit by estimating the Social Security disability benefits You [or Your spouse and children] may be eligible to receive.

When We determine that You [or Your Dependent] may be eligible for benefits, We may estimate the amount of these benefits. We may reduce Your [Monthly/Weekly] Benefit by the estimated amount.

Your [Monthly/Weekly] Benefit will not be reduced by estimated Social Security disability benefits if:

- 1) You apply for Social Security disability benefits and pursue all required appeals in accordance with the Social Security provision; and
- 2) You have signed a form authorizing the Social Security Administration to release information about awards directly to Us; and
- 3) You have signed and returned Our reimbursement agreement, which confirms that You agree to repay all overpayments.

If We have reduced Your [Monthly/Weekly] Benefit by an estimated amount and:

- 1) You [or Your Dependent] are later awarded Social Security disability benefits, We will adjust Your [Monthly/Weekly] Benefit when We receive proof of the amount awarded, and determine if it was higher or lower than Our estimate; or
- 2) Your application for Social Security disability benefits has been denied, We will adjust Your [Monthly/Weekly] Benefit when You provide Us proof of final denial from which You cannot appeal from an Administrative Law Judge of the Office of Hearing and Appeals.

If Your Social Security benefits were lower than we estimated, and We owe You a refund, We will make such refund in a lump sum. If Your Social Security Benefits were higher than we estimated, and If Your [Monthly/Weekly] Benefit has been overpaid, You must make a lump sum refund to Us equal to all overpayments, in accordance with the Overpayment Recovery provision .

Module Number 8.11

Overpayment:
*When does an
overpayment
occur?*

An overpayment occurs:

- 1) when We determine that the total amount We have paid in benefits is more than the amount that was due to You under the Policy; or
- 2) when payment is made by Us that should have been made under another group policy.

This includes, but is not limited to, overpayments resulting from:

1

- 1) [retroactive awards received from sources listed in the Other Income Benefits definition;
- 2) failure to report, or late notification to Us of any Other Income Benefit(s) or earned income;
- 3) misstatement;
- 4) fraud; or
- 5) any error We may make.]

Module Number 8.12

Section VIII

GENERAL PROVISIONS

Overpayment

Recovery: *How does the Company exercise the right to recover overpayments?*

We have the right to recover from You any amount that We determine to be an overpayment. You have the obligation to refund to Us any such amount. Our rights and Your obligations in this regard may also be set forth in the reimbursement agreement You will be required to sign when You become eligible for benefits under this Policy.

If benefits are overpaid on any claim, You must reimburse Us within [30 days.]

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If reimbursement is not made in a timely manner, We have the right to:

1) recover such overpayments from:

- a) [You;
- b) any other organization;
- c) any other insurance company;
- d) any other person to or for whom payment was made; and
- e) Your estate.]

2

2) reduce or offset against any future benefits payable to You or Your survivors, [including the Minimum [Monthly/Weekly] Benefit,] until full reimbursement is made. Payments may continue when the overpayment has been recovered;

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3) refer Your unpaid balance to a collection agency; and

pursue and enforce all legal and equitable rights in court.

Module Number 8.13

Subrogation:

What are the Company's subrogation rights?

If You:

- 1) suffer a Disability because of the act or omission of a Third Party;
- 2) become entitled to and are paid benefits under The Policy in compensation for lost wages; and
- 3) do not initiate legal action for the recovery of such benefits from the Third Party in a reasonable period of time;

then We will be subrogated to any rights You may have against the Third Party and may, at Our option, bring legal action against the Third Party to recover any payments made by Us in connection with the Disability.

[Third Party as used in this provision, means any person or legal entity whose act or omission, in full or in part, causes You to suffer a Disability for which benefits are paid or payable under the Policy.]

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Module Number 8.14

Reimbursement:

What are the Company's Reimbursement Rights?

We have the right to request to be reimbursed for any benefit payments made or required to be made under the Policy for a Disability for which You recover payment from a Third Party.

If You recover payment from a Third Party as:

- 1) a legal judgment;
- 2) an arbitration award; or
- 3) a settlement or otherwise;

You must reimburse Us for the lesser of:

- 1) the amount of payment made or required to be made by Us; or
- 2) the amount recovered from the Third Party less any reasonable legal fees associated with the recovery.

Module Number 8.15

Legal Actions:

When can legal action be taken against Us?

Legal action cannot be taken against Us:

- 1) sooner than [60 days] after the date proof of loss is given; or
- 2) [3] years after the date [Written] Proof of Loss is required to be given according to the terms of The Policy.

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Module Number 8.16

Section VIII

GENERAL PROVISIONS

Insurance

Fraud: *How does the Company deal with fraud?*

Insurance Fraud occurs when You [and/or Your Employer] provide Us with false information or files a claim for benefits that contains any false, incomplete or misleading information with the intent to injure, defraud or deceive Us. It is a crime if You [and/or Your Employer] commit Insurance Fraud. We will use all means available to Us to detect, investigate, deter and prosecute those who commit Insurance Fraud. We will pursue all available legal remedies if You [and/or Your Employer] perpetrate Insurance Fraud.

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2
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Module Number 8.17

Misstatements:
What happens if facts are misstated?

If material facts about You were not stated accurately:

- 1) Your premium may be adjusted; and
- 2) the true facts will be used to determine if, and for what amount, coverage should have been in force.

[No statement made by You relating to Your insurability will be used to contest the insurance for which the statement was made after the insurance has been in force for two years during Your lifetime. In order to be used, the statement must be in writing and signed by You.]

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Module Number 8.18

Policy

Interpretation:
Who interprets the terms and conditions of The Policy?

We have full discretion and authority to determine eligibility for benefits and to construe and interpret all terms and provisions of The Policy. This provision applies where the interpretation of The Policy is governed by the Employee Retirement Income Security Act of 1974, as amended (ERISA).

Module Number 8.19

Statement of Variable Language
Group Short Term Disability Income Insurance
SOVL RGCSTD(08-2009)AR

Introduction: This statement of variable material (SOVL) shows the language we intend to substitute, delete or change. Variable language is identified by brackets ([]) in each module of Form RGCSTD(08-2009)AR. Each module is identified in this SOVL and each variable within each module is numbered on the form. These numbers directly correspond with the numbers on the SOVL for the appropriate module.

Constant Variables					
1		Wherever the term "the Employer" appears, it may be changed to "Your employer" or some other term to accommodate non-Employer groups			
2		Wherever the term "Employee" appears, it may be changed to "Member" or "Associate" or some other term, to reflect the case specifics			
3		Wherever the term "Policyholder" appears, it may be changed to "Employer" or "Organization" or some other term to reflect the case specifics			
4		Wherever "Monthly/Weekly" appears, one or the other term will be used, not both, to reflect the case specifics			
5		Wherever a reference to "Your Spouse" appears, it may be deleted if Spouse Disability coverage not offered; if that is the case, all other references will agree with no spouse coverage offered (eg. he or she deleted)			
6		Wherever the word "Policy" appears, it may be replaced by "Plan" or some other term to accommodate the structure of the Policyholder			
7		United Heritage Life Insurance Company may be United Heritage			
Page #	Module #	Description	Variable #	Description of Variables	Use
1		Face page	1	Fill-in information will vary by Policyholder; fill-in items may be deleted in whole or in part and may be located on Schedule of Insurance	Employer/non-Employer Market
1			2	signatures will change if officers change	
2			3	table of contents may be expanded and detailed and may appear on next page or a separate page	
3,4	1.01 - 1.09	Schedule of Insurance		language on page is illustrative	STD - Employer Market
		Definitions		Note: Definitions may be deleted in their entirety if not applicable and/or placement in certificate may change	
5	2.01	Actively at Work	1	actual number of hours may be stated here	Each definition may be used or deleted; variability indicated within each module
			2	paragraph may be deleted; specific items may be deleted or amended to meet the case specifics.	
5	2.02	Active [Employee]	1	description may be revised to meet the case specifics; Employee may be Member or Associates or some other term to reflect the case specifics	
5	2.03	Any Occupation	1	clause and items 1 and 2 may be deleted	
			2	may be: 40-100% of Your Indexed Pre-disability Earnings	
			3	Maximum Monthly Benefit may be shown here	
5	2.04	Bonuses	1	clause may be deleted or "monetary" may be deleted	
			2	may be "Your Employer"	
			3	clause and items 1 and 2 may be deleted	
			4	number will be 12 to 60 months or may be expressed in Calendar Years (1-5) or weeks (1-52)	
			5	may be actual date	
			6	may be specific period noted above	

Page #	Module #	Description	Variable #	Description of Variables	Use
5	2.05	Commissions	1	clause may be deleted or "monetary" may be deleted	
			2	may be "Your Employer"	
			3	clause and items 1 and 2 may be deleted	
			4	number will be 12 to 60 months or may be expressed in Calendar Years (1-5) or weeks (1-52)	
			5	may be actual date	
			6	may be specific period noted above	
5	2.06	Current Monthly/Weekly Earnings	1	may show other source of income, eg: "Your law practice" etc...	
			2	may be deleted	
			3	may be deleted	
			4	may be 6-24 months	
			5	may be deleted	
6	2.07	Disabled and Working	1	may be deleted	
			2	may be deleted	
			3	may state "Policy Age Limit", may be 70 - 90	
			4	entire clause may be deleted;	
			5	may be "monthly"	
			6	may be 20-50%	
			7	may be 80-100%	
6	2.08	Disability or Disabled	1	clause may be deleted	
6	2.09	Employer	1	may be Participating Employer or some other description, or Employer will be named	
6	2.10	Essential Duty	1	number of hours will be shown - will be 20-80; or sentence deleted	
6	2.11	Injury	1	may be deleted; or "within 30-365 days" may be added	
			2	may be deleted	
6	2.12	Mental Illness			
7,8	2.13	Other Income Benefits - definition continued			
			1	may be deleted	
			2	may be deleted	
			3	may be deleted	
			4	may be deleted	
			5	may be deleted	
			6	may be deleted	
			7	may be 80-100%	
			8	may be 80-100%	
			9	may be deleted	
			10	may be deleted	
			11	may be deleted	
			12	may be deleted	
			13	may be deleted	

Page #	Module #	Description	Variable #	Description of Variables	Use
			14	may be deleted	
			15	may be deleted	
			16	may be deleted or may be 12 to 60 months	
8	2.14	Outpatient Surgical Procedure			
8	2.15	Participating [Employer]	1	description may be revised to meet the case specifics and to describe the participating entity.	
8	2.16	Physician			
9	2.17.1	Pre-disability Earnings	1	items from this list may be deleted to correspond with Policyholder composition	
			2	monthly may be annual or weekly	
			3	number will be 1 to 10 or "tax" may be deleted	
			4	may be deleted	
			5	may be deleted	
			6	any from this list may be deleted or other items may be added to reflect the case specifics	
9	2.17.2	Pre-disability Earnings	1	description of class will be shown or reference deleted	
			2	monthly may be annual or weekly	
			3	any from this list may be deleted or other items may be added to reflect the case specifics	
			4	number will be 1 to 10	
			5	may be deleted	
			6	may be deleted	
			7	any from this list may be deleted or other items may be added to reflect the case specifics	
9	2.17.3	Pre-disability Earnings	1	description of class will be shown or reference deleted	
			2	may be deleted	
			3	any from this list may be deleted or other items may be added to reflect the case specifics	
			4	may be deleted	
			5	may be deleted	
			6	any from this list may be deleted or other items may be added to reflect the case specifics	
9	2.18	Prior Policy	1	actual policy and insurance carrier may be stated here; may say "short term"; in any case, this will be an accurate description of the Prior Policy	
			2	name of Employer/Policyholder may be stated here	
9	2.19	Regular Care of a Physician			
10	2.20	Rehabilitative Employment			
10	2.21	Related	1	actual relationship may be stated	
10	2.22	Retirement Plan	1	list may be amended, added to or items deleted to reflect Policyholder's retirement plans	
10	2.23	Sickness	1	may be deleted	
			2	may be deleted	
			3	may be Complications of Pregnancy	

Page #	Module #	Description	Variable #	Description of Variables	Use
			4	may be deleted	
10	2.24	Substance Abuse	1	may be deleted	
10	2.25	The Policy	1	Policyholder name and Policy number may be stated	
10	2.26	Tips and Tokens	1	clause may be deleted or "monetary" may be deleted	
			2	may be "Your Employer"	
			3	clause and items 1 and 2 may be deleted	
			4	number will be 12 to 60 months or may be expressed in Calendar Years (1-5) or weeks (1-52)	
			5	may be actual date	
			6	may be specific period noted above	
11	2.27	Total Disability or Totally Disabled	1	may be Complications of Pregnancy	
			2	may be deleted or percentage may be from 20-90%	
11	2.28	Trust	1	trust may be named or described here	
11	2.29	We, Our, or Us	1	United Heritage Life Insurance Company or United Heritage may be identified here	
11	2.30	[Weekly] Benefit	1	may be "Monthly"	
			2	the entire phrase may or may not be included depending on case specifics	
			3	may be 9, 10, 11 or 12 months	
11	2.31	Your Occupation	1	may be deleted; may be used with next paragraph; more specific description may be used	
			2	may be deleted; may be used with preceding paragraph; more specific description may be used	
11	2.32	You or Your			
12		Eligibility and Enrollment			
12	3.01	Eligible Persons: <i>Who is Eligible for Coverage?</i>			Optional module if language is not in Policy of Incorporation
12	3.02	Eligibility Waiting Period for Coverage: <i>When will I become Eligible?</i>	1	may be deleted if no waiting period for coverage	Optional module if language is not in Policy of Incorporation
12	3.03	Enrollment: <i>How do I enroll for coverage?</i>	1	sentences may be deleted; references to Option 1 and Option 2 will reflect plans offered; Active Employees may be changed to reflect composition of the group and/or those eligible for which options offered	Optional module if language is not in Policy of Incorporation
			2	option(s) available may be stated here	
			3	may be deleted if no voice/electronic enrollment offered; specific instructions may be included here	
			4	entire section may be deleted or may be revised to accommodate Guaranteed Issue program	
			5	may be 31-60 days	
			6	reference to Annual Enrollment and/or Change in Family Status may be deleted or revised	
			7	Annual Enrollment may some other designation or time period	
			8	may be 31-60 days	

Page #	Module #	Description	Variable #	Description of Variables	Use
			9	may be deleted or Annual Enrollment may be referred to by some other designation	
12	3.04	[Evidence of Insurability: What is Evidence of Insurability?	1	items in list may be added to or deleted; Written may include telephonic and/or electronic	Optional module if language is not in Policy of Incorporation
			2	may be "Our"	
12	3.05	[Change in Family Status: What constitutes a Change in Family Status?	1	list may be added to or items may be deleted	Optional module if language is not in Policy of Incorporation
13		Period of Coverage			
13	4.01	Effective Date: When does my coverage start?	1	may be deleted or reference to "the Policy's costs" may be "the cost of coverage"	Optional module
			2	may be deleted	
			3	may be deleted	
			4	may be deleted or reference to "the Policy's costs" may be "the cost of coverage"	
			5	may be "the first day of the month following the date"	
			6	may be deleted	
			7	may be "the first day of the month following the date"	
			8	may be deleted	
			9	may be 31-60 days	
			10	may be "the first day of the month following the date"	
			11	may be deleted	
			12	may be deleted or may be some other reference	
			13	may be deleted	
13	4.02	Deferred Effective Date: Will coverage take effect if I am not Actively at Work on the date my coverage is to start?	1	may be Complications of Pregnancy	Optional module
			2	may be deleted	
			3	may be deleted	
14	4.03	Changes in Coverage: Can I change my benefit options?	1	either item may be deleted or a specific date maybe listed or may be at some other time or section may be deleted	Optional module
			2	may be 31-60 days	
			3	may be deleted	
			4	may be deleted or may reference options or dollar amounts specifically	
	4.03a		5	section may be deleted	
			6	"the date" or "the first day of the month" may be some other time reference or item may be deleted	
			7	item 2 may be deleted	
			8	Change in Family Status section may be deleted	
			9	may be 31-60 days	
			10	item 2 may be deleted	
			11	may be deleted or either item deleted	
	4.03b		12	may be deleted or class described	
			13	may be deleted or class described	

Page #	Module #	Description	Variable #	Description of Variables	Use
	4.03c		14	may be deleted or either item deleted	
15	4.04	Continuity From A Prior Policy: <i>Is there continuity of coverage from a Prior Policy?</i>	1	section may be revised to require eligibility under the Prior Policy or some other criteria based on language of the Prior Policy; either item may be deleted or second item may be "receiving benefits under the Prior Policy"	Optional module
	4.04a		2	entire section may be deleted if no pre-existing condition limitation under the policy	
			3	may be deleted	
			4	may be monthly or annually or quarterly	
			5	may be monthly or annually or quarterly	
			6	may be monthly or annually or quarterly	
	4.04b		7	may be monthly or annually or quarterly	
			8	may be Part-time, temporary or other kind of employee	
			9	date may be specified	
			10	may be 1-12 months	
16		Termination Provisions			
16	5.01	Termination: <i>When will my coverage stop?</i>	1	the date may be "the last day of the month following the month in which" or may be "the premium due date on or next following"	Optional module
			2	the date may be "the last day of the month following the month in which" or may be "the premium due date on or next following"	
			3	item may be deleted	
			4	the date may be "the last day of the month following the month in which" or may be "the premium due date on or next following"	
			5	item may be deleted	
			6	may be "the date" or other period of time	
			7	list may be amended, added to or items deleted	
			8	may be deleted or "Part time" may be added or replace "Full time"	
			9	may be deleted	
16	5.02	Continuation Provisions: <i>Can my insurance be continued?</i>		NOTE: the specific types of continuation listed in this provision may be added to based on the Employer's plan of continuation specific to his or her particular business needs and requirements	Optional module
			1	may be deleted	
			2	reference to class and/or Participating Employer may be deleted	
			3	provision may be deleted	
			4	may be non-medical	
			5	may be "for [30] days after the date" where 30 may be 30-365 or may be expressed in months	
			6	provision may be deleted	
			7	may be "for [X] days after the date" where "X" days may be 30-365 or may be expressed in months	
			8	provision may be deleted	
			9	may be 12-52 and/or second clause deleted	
			10	provision may be deleted	

Page #	Module #	Description	Variable #	Description of Variables	Use
			11	may be "for [X] days after the date" where "X" days may be 30-365 or may be expressed in months	
			12	provision may be deleted	
			13	may be medical, non-medical or non-paid	
			14	may be "for [X] days after the date" where "X" days may be 30-365 or may be expressed in months	
			15	provision may be deleted	
			16	May be 8-52 weeks; or may be replaced by "8-52 weeks, or longer if required by other applicable law."	
			17	may be deleted	
17	5.03	[Coverage while Disabled: Does my insurance continue while I am Disabled and no longer an Active Employee?	1	entire module may or may not be included	optional module
			2	references to "short term" may be changed to reflect benefits provided	
			3	may be deleted or "Part time" may be added or replace "Full time"	
17	5.04	Extension of Benefits for Total Disability: Do my benefits continue if the Policy terminates?			Optional module
18		Benefits			
18	6.01	Disability Benefit: What are my Disability Benefits under The Policy?	1	may be deleted or either item deleted	
			2	may be "any Employer"	
18	6.02	[Minimum Weekly Benefit	1	may be deleted or minimum shown here	
18	6.03	Partial Week Payment	1	may be 1/3, 1/4, 1/5 or 1/6	
18	6.04	Recurrent Disability: What happens to my benefits if I return to work as an Active Employee and then become Disabled again?	1	may be 3-90 days or 1/2 the number of Elimination days under LTD, if written together	
			2	may be "work"	
			3	may be 3-90 days or 1/2 the number of Elimination days under LTD, if written together	
18	6.05	Multiple Causes: How long will benefits be paid if a period of Disability is extended by another cause?	1	may be deleted	
18,19	6.06	Termination of Payment: When will my benefit payments end?	1	item may be deleted	
			2	may be deleted	
			3	may be deleted	
			4	may be deleted	
			5	may be deleted	
			6	may be deleted	

Page #	Module #	Description	Variable #	Description of Variables	Use
			7	may be 60-100%	
			8	may be deleted	
			9	may be deleted	
			10	may be deleted	
			11	a) or b) may be included together or independently in this item	
			12	the phrase "or a Reasonable Alternative" may be deleted	
			13	may be deleted	
19	6.07.1	Disabled and Working Benefits: <i>How are benefits paid when I am Disabled and Working?</i>	1	provision may be replaced with one of the following 3 benefit options may be issued (F20, F21, F22)	
			2	may be deleted or "Benefits Commence" may be "Elimination Period"	
19	6.07.2	Disabled and Working Benefits: <i>How are benefits paid when I am Disabled and Working?</i>	1	percentage may be 20-80%	
			2	actual minimum may be shown	
			3	may be deleted or "Benefits Commence" may be "Elimination Period"	
19,20	6.07.3	Disabled and Working Benefits: <i>How are benefits paid when I am Disabled and Working?</i>	1	may be deleted	
			2	may be 80-100%	
			3	may be deleted or "Benefits Commence" may be "Elimination Period"	
20	6.08	Rehabilitative Employment Benefit: <i>What happens to my benefits if I accept Rehabilitative Employment?</i>	1	may be deleted	
			2	may be 80-100%	
20,21	6.09	Cost-Of-Living Adjustment: <i>How do my benefits keep abreast of inflation?</i>	1	may be "We may"	optional module
			2	may be 12-36 months or expressed in years	
			3	item may be deleted	
			4	item may be deleted or % may be 20-50%	
			5	may be Policy Anniversary or some other date	
			6	may be 3-15%	
			7	may be 3/4 or deleted	
			8	may be deleted	
			9	may be 5 to unlimited	
			10	may name comparable CPI-W indicator or: "approved by the Insurance Commissioner of the state in which the Policy is being delivered."	
21	6.10	Cafeteria Plan Election Restriction			optional module
22		Exclusions and Limitations			

Page #	Module #	Description	Variable #	Description of Variables	Use
22	7.01	Exclusions: What Disabilities are not covered?	1	1 or more items in this list may be deleted	optional module
			2	phrase may be deleted	
			3	may be "accidental bodily injury" and "sickness" if LTD	
			4	may be "accidental bodily injury" and "sickness" if LTD	
			5	may be any or another	
22	7.02	Pre-Existing Condition Limitation: Are benefits limited for Pre-existing Conditions?	1	may be: We will pay benefits, or an increase in benefits, under The Policy for any Disability that results from, or is caused or contributed to by, a Pre-existing Condition for a limited number of days as shown in the Schedule.	Optional module
			2	may be deleted	
			3	may be 90-365 days; 3-12 months	
			4	may be deleted	
			5	may be 90-730 days; 3-12 months	
			6	may be deleted	
			7	may be deleted	
			8	may be 30-180 days; 1-6 months	
23		GENERAL PROVISIONS			
23	8.01	Notice of Claim: When should I notify the Company of a claim?	1	may be deleted	Always included
			2	"written" may be deleted or may be "written, electronic or telephonic" or any variation thereof	
			3	may be 15-90 days	
			4	may be deleted	
			5	may be 15-90 days	
23	8.02	Claim Forms: Are special forms required to file a claim?	1	may be deleted	Always included
			2	may be 15-45 days	
			3	may be 15-45 days	
			4	"written" may be deleted or may be "written, electronic or telephonic" or any variation thereof	
			5	may be deleted; 15 may be 15-45 days	
23	8.03	Proof of Loss: What is Proof of Loss?	1	list may be added to or items may be deleted	Always included
23	8.04	Additional Proof of Loss: What additional proof of loss is the Company entitled to?			Optional module
24	8.05	Sending Proof of Loss: When must proof of Loss be given?	1	may be 90-180 days	Always included
			2	may be 1-2 years	
			3	may be 30-90 days	

Page #	Module #	Description	Variable #	Description of Variables	Use
24	8.06	Claim Payment: <i>When are benefit payments issued?</i>	1	may be "immediately"	Always included
24	8.07	Claims to be Paid: <i>To whom will my claim be paid?</i>	1	may be \$1,000 - \$7,000	Always included
24	8.08	Claim Denial: <i>What notification will I receive if my claim is denied</i>			Always included
24	8.09	Claim Appeal: <i>What recourse do I have if my claim is denied?</i>	1	may be 180-365 days	Always included
			2	may be 60-180 days	
25	8.10	Social Security: <i>When must I apply for Social Security Benefits?</i>	1	may be 30-180 days	Optional module
25	8.11	Benefit Estimates: <i>How does the Company estimate Disability benefits under the United States Social Security Act?</i>			Optional module
25	8.12	Overpayment: <i>When does an overpayment occur?</i>	1	items in list may be added to or deleted	Optional module
26	8.13	Overpayment Recovery: <i>How does the Company exercise the right to recover overpayments?</i>	1	may be 30-90 days	Optional module
			2	items in list may be added to or deleted	
			3	may be deleted	
26	8.14	Subrogation: <i>What are the Company's subrogation rights?</i>	1	definition of "Third Party" may be included in next provision if this provision deleted.	Optional module
26	8.15	Reimbursement: <i>What are the Company's Reimbursement Rights?</i>			Optional module
26	8.16	Legal Actions: <i>When can legal action be taken?</i>	1	may be 60-180 days	Always included
			2	may be 3-6 years	
			3	may be deleted	
27	8.17	Insurance Fraud: <i>How does the Company deal with fraud?</i>	1	may be "Your Third Party Administrator" / "Policyholder" / "Association" / "Organization" or the like	Always included
			2	may be "Your Third Party Administrator" / "Policyholder" / "Association" / "Organization" or the like	
			3	may be "Your Third Party Administrator" / "Policyholder" / "Association" / "Organization" or the like	
27	8.18	Misstatements: <i>What happens if facts are misstated?</i>	1	may be deleted; or "except fraudulent misstatements" may be added	Always included
27	8.19	Policy Interpretation: <i>Who interprets Policy terms and conditions?</i>			Optional module

APPLICATION FOR GROUP LONG TERM DISABILITY INCOME INSURANCE



P.O. Box 7777; Meridian, ID 83680-7777

1. Legal Name of Policyholder _____		() Corporation () Partnership () Sole Proprietor	
2. Address of Policyholder _____		3. Telephone _____	
4. Name of Subsidiaries, Divisions or Affiliates to be Covered <u>Name</u> _____ <u>Address</u> _____		Effective Date <u>of Coverage</u> _____	Number of <u>Employees</u> _____
5. Person Responsible for Administration _____		email: _____	
6. Nature of Business _____		7. Tax ID Number _____	
8. Effective date - 12:01 A.M. Month _____ Day _____ Year _____		9. Deposit of \$ _____ to apply on the First Premium.	
EMPLOYEE ELIGIBILITY:			
10. Eligible Classes _____			
11 . Waiting Period: Present Employees _____ New Employees _____		12. Eligible Employees Must Work at least _____ Hours per Week and be reported for social security purposes.	
13. Number of Employees: A. _____ Eligible B. _____ Enrolled		14. Will Employees Contribute Towards Cost? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, employees will contribute _____ Cafeteria Plan? <input type="checkbox"/> Yes <input type="checkbox"/> No	
POLICY FEATURES:			
15. Amount of Insurance _____ % of Basic Monthly Earnings not to Exceed a Maximum Monthly Benefit of \$ _____			
16. Elimination Period _____ Days or the end of sick leave, whichever is greater		17. Pre-Disability Earnings will include <input type="checkbox"/> Commissions <input type="checkbox"/> Bonuses <input type="checkbox"/> Other _____	
18. Definition of Disability A. <input type="checkbox"/> Own Occupation <input type="checkbox"/> _____ month Own Occupation <input type="checkbox"/> _____ month Reasonable Alternative <input type="checkbox"/> Any Occupation <input type="checkbox"/> Other _____		19. <input type="checkbox"/> Continue coverage during temporary layoff or leave of absence for () one () two () three () four months. <input type="checkbox"/> Continue coverage during family or medical leave. <input type="checkbox"/> Other _____	

MAXIMUM BENEFIT DURATION

20. ☐ Reducing Benefit Duration
☐ Reducing Benefit Duration with social security normal retirement age
☐ 2 Year - Reducing Benefit Duration
☐ 5 Year - Reducing Benefit Duration

21. Options:

- | | |
|--|---|
| <input type="checkbox"/> Survivor Benefit | <input type="checkbox"/> Accidental Dismemberment and Loss of Sight Benefit |
| <input type="checkbox"/> Lump Sum Benefit | <input type="checkbox"/> Activities of Daily Living Benefit |
| <input type="checkbox"/> Flat Benefit | <input type="checkbox"/> Pension Contribution Benefit |
| <input type="checkbox"/> Monthly Installment | <input type="checkbox"/> Cost of Living Adjustment |
| <input type="checkbox"/> Infectious and Contagious Disease Benefit | <input type="checkbox"/> Business Protection |
| <input type="checkbox"/> Extended Earnings Protection Benefit | |

CONTINUITY OF COVERAGE:

22. Is this a Replacement of Similar Coverage?
☐ Yes ☐ No

23. Previous Company

24. Termination Date of Prior Plan

25. Agent of Record (provided he is duly licensed as required by law):

Agent's Name _____ Agency Name _____

Pay commissions to: ☐ Agent ☐ Agency

26. The Applicant agrees that in no case will the policy become effective if:

- (a) less than _____ persons are enrolled for insurance;
(b) for non-contributory plans, less than 100% of the eligible persons enroll for insurance;
(b) for contributory plans, less than 75% of the eligible persons enroll for insurance;
(c) for voluntary plans, less than _____ % of the eligible persons enroll for insurance.

All eligible persons will be given an opportunity to apply for insurance and to make the required premium contributions, if any.

27. The Applicant agrees that no insurance shall take effect unless this application is approved by the Home Office of United Heritage Life Company, Meridian, Idaho.

28. This Application supersedes any previous application for this insurance coverage.

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Dated at _____, State of _____, the _____ day of _____,

Witness _____ Applicant _____

By _____

Title _____

APPLICATION FOR GROUP SHORT TERM DISABILITY INCOME INSURANCE



P.O. BOX 7777, MERIDIAN, IDAHO 83680-7777

1. Legal Name of Policyholder _____		() Corporation () Partnership () Sole Proprietor	
2. Address of Policyholder _____		3. Telephone _____	
4. Name of Subsidiaries, Divisions or Affiliates to be Covered <u>Name</u> _____ <u>Address</u> _____		Effective Date <u>of Coverage</u> _____	Number of <u>Employees</u> _____
5. Person Responsible for Administration: _____		email: _____	
6. Nature of Business _____		7. Tax I.D. Number _____	
8. Effective date - 12:01 A.M. Month _____ Day _____ Year _____		9. Deposit of \$ _____ to apply on the First Premium.	
EMPLOYEE ELIGIBILITY:			
10. Eligible Classes _____		11. Eligible Employees Must Work at Least _____ Hours Per Week and be reported for Social Security Purposes.	
12. Employees will be Eligible after Working for the Policyholder: <div style="display: flex; justify-content: space-between;"> Present Employees _____ Months/Days New Employees _____ Months/Days </div>			
13. Number of Employees: _____ Eligible _____ Enrolled			
14. Insured Persons are required to contribute towards cost: () Yes () No If yes, the Insured Person will contribute _____ Cafeteria Plan () Yes () No			
POLICY FEATURES:			
15. Weekly Benefit: _____ % of Weekly Earnings to Maximum of \$ _____ Per Week.			
16. Elimination Period: Injury _____ Days; Sickness _____ Days; 0 Days, if Hospital Confined () Yes () No			
17. Maximum Payment Duration: _____ Weeks			
18. Weekly Earnings to Include: Commissions () Yes () No; Other _____			
19. <input type="checkbox"/> Continue coverage during temporary layoff or leave of absence for () one () two () three () four months. <input type="checkbox"/> Continue coverage during family or medical leave. <input type="checkbox"/> Other			

CONTINUITY OF COVERAGE:

20. Is this a Replacement of Similar Coverage? () Yes () No

21. Termination Date of Prior Plan _____

22. Previous Company _____

23. Agent of Record (provided he is duly licensed as required by law):

Agent's Name _____

Agency Name _____

Pay commissions to: ☐ Agent ☐ Agency

24. The Applicant agrees that in no case will the policy become effective if:

- (a) less than _____ persons are enrolled for insurance;
- (b) for non-contributory plans, less than 100% of the eligible persons enroll for insurance;
- (b) for contributory plans, less than 75% of the eligible persons enroll for insurance;
- (c) for voluntary plans, less than _____% of the eligible persons enroll for insurance.

All eligible persons will be given an opportunity to apply for insurance and to make the required premium contributions, if any.

25. The Applicant agrees that no insurance shall take effect unless this application is approved by the Home Office of United Heritage Life Insurance Company, Meridian, Idaho.

26. This Application supersedes any previous application for this insurance coverage.

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Dated at _____ on _____
(City & State) (Date)

Witness _____ Applicant _____

By _____

Title _____

Disability Simplified Medical Underwriting Application

Please answer the following questions by checking yes or no in the designated box. Upon completion, please sign and return this Form along with your completed Enrollment Application.

During the past 5 years, have you been diagnosed or treated by a member of the medical profession for any of the following: heart condition; cancer; chronic/recurrent respiratory disease; diabetes; kidney or liver disease; any disease of the joints, including neck and back disorders; any mental or nervous disorder; any disorder of the brain or nervous system; or have you been absent from work due to a chronic/recurrent reproductive system disorder:

Employee: ☐ Yes ☐ No

During the past 5 years, have you been declined for any disability insurance coverage?

Employee: ☐ Yes ☐ No

Are you currently pregnant? (Only STD)

Employee: ☐ Yes ☐ No

NOTICE

I hereby certify that the above answers are complete and true to the best of my knowledge and belief concerning the past and present state of health and medical history of the person(s) to whom the answers relate. I agree that this document and all its contents shall form a part of my enrollment request for group benefits.

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

EMPLOYEE'S SIGNATURE: _____
(Required) or Legal representative to Applicant

DATE SIGNED: _____ Relationship: _____



United Heritage Life Insurance Company (208) 493-6100 or Toll-Free 1-800-657-6351
707 E. United Heritage Ct., Meridian, Idaho 83642-3527 P.O. Box 7777, Meridian, Idaho 83680-7777
<http://www.unitedheritage.com>

<i>SERFF Tracking Number:</i>	<i>HERT-127119799</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>United Heritage Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>49770</i>
<i>Company Tracking Number:</i>	<i>RGCLTD-STD(08-2009)</i>		
<i>TOI:</i>	<i>H11G Group Health - Disability Income</i>	<i>Sub-TOI:</i>	<i>H11G.005 Combined Short Term and Long Term</i>
<i>Product Name:</i>	<i>RGCLTD-STD(08-2009)</i>		
<i>Project Name/Number:</i>	<i>RGCLTD-STD(08-2009)/RGCLTD-STD(08-2009)</i>		

Supporting Document Schedules

	Item Status:	Status
		Date:
Satisfied - Item: Flesch Certification	Approved	10/18/2011
Comments:		
Attachments:		
CERTIFICATION OF READABILITY.pdf		
AR GUAR.11.pdf		
ARCN01 (7-2008).pdf		

	Item Status:	Status
		Date:
Bypassed - Item: Application	Approved	10/18/2011
Bypass Reason: Application is being filed with this filing for approval.		
Comments:		

September 12, 2011

Arkansas Department of Insurance
Forms & Rates Filing Division

CERTIFICATION OF READABILITY

I, Shane Nelson, V.P. Group Marketing, hereby certify that the forms listed below have a combined Flesch Readability Score of 40 or above. This filing is in compliance with Arkansas Code ACA 23-80-206 for minimum policy language simplification standards.

RGCLTD(08-2009)AR
RGCSTD(08-2009)AR
60-202NM(04-2010)
60-201NM(04-2010)
60-269DNM(04-2010)

A handwritten signature in black ink, appearing to read 'Shane', is written over a horizontal line.

Shane Nelson

V.P. Group Marketing

**LIMITATIONS AND EXCLUSIONS UNDER THE
ARKANSAS LIFE AND HEALTH INSURANCE
GUARANTY ASSOCIATION ACT**

Residents of this state who purchase life insurance, annuities or health and accident insurance should know that the insurance companies licensed in this state to write these types of insurance are members of the Arkansas Life and Health Insurance Guaranty Association ("Guaranty Association"). The purpose of the Guaranty Association is to assure that policy and contract owners will be protected, within certain limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the Guaranty Association will assess its other member insurance companies for the money to pay the claims of policy owners who live in this state and, in some cases, to keep coverage in force. The valuable extra protection provided by the member insurers through the Guaranty Association is not unlimited, however. And, as noted in the box below, this protection is not a substitute for consumers' care in selecting companies that are well managed and financially stable.

DISCLAIMER

The Arkansas Life and Health Insurance Guaranty Association ("Guaranty Association") may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions, and require continued residency in this state. You should not rely on coverage by the Guaranty Association in purchasing an insurance policy or contract.

Coverage is NOT provided for your policy or contract or any portion of it that is not guaranteed by the insurer or for which you have assumed the risk, such as non-guaranteed amounts held in a separate account under a variable life or variable annuity contract.

Insurance companies or their agents are required by law to provide you with this notice. However, insurance companies and their agents are prohibited by law from using the existence of the Guaranty Association to induce you to purchase any kind of insurance policy.

**The Arkansas Life and Health Insurance Guaranty Association
C/O The Liquidation Division
1023 West Capitol
Little Rock, Arkansas 72201**

**Arkansas Insurance Department
1200 West Third Street
Little Rock, Arkansas 72201-1904
800-282-9134 or 501-371-2600**

The state law that provides for this safety-net is called the Arkansas Life and Health Insurance Guaranty Association Act ("Act"). Below is a brief summary of the Act's coverages, exclusions and limits. This summary does not cover all provisions of the Act; nor does it in any way change anyone's rights or obligations under the Act or the rights or obligations of the Guaranty Association.

COVERAGE

Generally, individuals will be protected by the Guaranty Association if they live in this state and hold a life, annuity or health insurance contract or policy, or if they are insured under a group insurance contract issued by a member insurer. The beneficiaries, payees or assignees of policy or contract owners are protected as well, even if they live in another state.

EXCLUSIONS FROM COVERAGE

However, persons owning such policies are NOT protected by the Guaranty Association if:

- They are eligible for protection under the laws of another state (this may occur when the insolvent insurer was incorporated in another state whose guaranty association protects insureds who live outside that state);
- The insurer was not authorized to do business in this state;
- Their policy or contract was issued by a nonprofit hospital or medical service organization, an HMO, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company or similar plan in which the policy or contract owner is subject to future assessments, or by an insurance exchange.

The Guaranty Association also does NOT provide coverage for:

- Any policy or contract or portion thereof which is not guaranteed by the insurer or for which the owner has assumed the risk, such as non-guaranteed amounts held in a separate account under a variable life or variable annuity contract;
- Any policy of reinsurance (unless an assumption certificate was issued);
- Interest rate yields that exceed an average rate;
- Dividends and voting rights and experience rating credits;
- Credits given in connection with the administration of a policy by a group contract holder;
- Employers' plans to the extent they are self-funded (that is, not insured by an insurance company, even if an insurance company administers them);
- Unallocated annuity contracts (which give rights to group contractholders, not individuals);
- Unallocated annuity contracts issued to/in connection with benefit plans protected under Federal Pension Benefit Corporation ("FPBC") (whether the FPBC is yet liable or not);
- Portions of an unallocated annuity contract not owned by a benefit plan or a government lottery (unless the owner is a resident) or issued to a collective investment trust or similar pooled fund offered by a bank or other financial institution);
- Portions of a policy or contract to the extent assessments required by law for the Guaranty Association are preempted by State or Federal law;
- Obligations that do not arise under the policy or contract, including claims based on marketing materials or side letters, riders, or other documents which do not meet filing requirements, or claims for policy misrepresentations, or extra-contractual or penalty claims;
- Contractual agreements establishing the member insurer's obligations to provide book value accounting guarantees for defined contribution benefit plan participants (by reference to a portfolio of assets owned by a nonaffiliate benefit plan or its trustee).

LIMITS ON AMOUNT OF COVERAGE

The Act also limits the amount the Guaranty Association is obligated to cover: The Guaranty Association cannot pay more than what the insurance company would owe under a policy or contract. Also, for any one insured life, the Guaranty Association will pay a maximum of \$300,000 - no matter how many policies and contracts there were with the same company, even if they provided different types of coverages. Within this overall \$300,000 limit, the Association will not pay more than \$300,000 in health insurance benefits, \$300,000 in present value of annuity benefits, or \$300,000 in life insurance death benefits or net cash surrender values - again, no matter how many policies and contracts there were with the same company, and no matter how many different types of coverages. There is a \$1,000,000 limit with respect to any contract holder for unallocated annuity benefits, irrespective of the number of contracts held by the contract holder. These are limitations for which the Guaranty Association is obligated before taking into account either its subrogation and assignment rights or the extent to which those benefits could be provided out of the assets of the impaired or insolvent insurer.



**IN CASE OF CONSUMER COMPLAINTS CONCERNING OR CONNECTED TO THIS
POLICY, PLEASE CONTACT YOUR AGENT OR BROKER FOR ASSISTANCE, OR
CONTACT:**

UNITED HERITAGE LIFE INSURANCE COMPANY

P.O. BOX 7777

MERIDIAN, IDAHO 83680-7777

(208)-493-6100

(800) 657-6351

**IF DISCUSSIONS WITH THE INSURER, OR ITS AGENT OR OTHER REPRESENTATIVE, OR
BOTH, HAVE FAILED TO PRODUCE A SATISFACTORY RESOLUTION TO THE PROBLEM,
YOU MAY CONTACT:**

ARKANSAS INSURANCE DEPARTMENT

CONSUMER SERVICES DIVISION

1200 WEST THIRD STREET

LITTLE ROCK, AR 72201-1904

TELEPHONE NUMBER: 1-800-852-5494 OR 1-501-371-2540

SERFF Tracking Number: HERT-127119799 State: Arkansas

Filing Company: United Heritage Life Insurance Company State Tracking Number: 49770

Company Tracking Number: RGCLTD-STD(08-2009)

TOI: H11G Group Health - Disability Income Sub-TOI: H11G.005 Combined Short Term and Long Term

Product Name: RGCLTD-STD(08-2009)

Project Name/Number: RGCLTD-STD(08-2009)/RGCLTD-STD(08-2009)

Superseded Schedule Items

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Creation Date:	Schedule	Schedule Item Name	Replacement Creation Date	Attached Document(s)
06/03/2011	Form	Statement of Variable Language Group Long Term Disability Certificate	10/18/2011	SOVL RGCLTD(08- 2009)AR.pdf (Superseded)
06/03/2011	Form	Group Short Term Disability Certificate	10/18/2011	RGCLTD(08-2009)AR.pdf (Superseded)
06/03/2011	Form	Statement of Variable Language Group Short Term Disability Certificate	10/18/2011	SOVL RGCLTD(08- 2009)AR.pdf
06/03/2011	Form	Group Long Term Disability Certificate	10/18/2011	RGCLTD(08-2009)AR.pdf (Superseded)

Statement of Variable Language
Group Disability Income Insurance
SOVL RGCLTD(08-2009)AR

Introduction: This Statement of Variable Language (SOVL) shows the language we intend to substitute, delete or change. Variable language is identified by brackets ([]) in each module of Form RGCLTD(08-2009)AR. Each module is identified in this SOVL and each variable within each module is numbered on the form. These numbers directly correspond with the numbers on the SOVL for the appropriate module.

Constant Variables					
1		Wherever the term "the Employer" appears, it may be changed to "Your employer" or some other term to accommodate non-Employer groups			
2		Wherever the term "Employee" appears, it may be changed to "Member" or "Associate" or some other term, to reflect the case specifics			
3		Wherever the term "Policyholder" appears, it may be changed to "Employer" or "Organization" or some other term to reflect the case specifics			
4		Wherever "Monthly" appears, may be changed to "weekly" or some other period to reflect the case specifics			
5		Wherever a reference to "Your Spouse" appears, it may be deleted if Spouse Disability coverage not offered; if that is the case, all other references will agree with no spouse coverage offered (eg. he or she deleted)			
6		Wherever the word "Policy" appears, it may be replaced by "Plan" or some other term to accommodate the structure of the Policyholder			
7		United Heritage Life Insurance Company may be United Heritage			
Page #	Module #	Description	Variable #	Description of Variables	Use
1		Face page	1	Fill-in information will vary by Policyholder; fill-in items may be deleted in whole or in part and may be located on Schedule of Insurance	
			2	signatures will change if officers change	
2		Table of Contents	1	Table of Contents may be expanded and detailed and may appear on next page or a separate page	
3	1.01-1.12	Schedule of Insurance		language on page is illustrative and will be edited to reflect the case specifics	
5		Definitions		Note: Definitions may be deleted in their entirety if not applicable and/or placement in certificate may change	
5	2.01	Actively at Work	1	actual number of hours may be stated here	
			2	paragraph may be deleted; specific items may be deleted or amended to meet the case specifics.	
5	2.02	Active [Employee]	1	description may be revised to meet the case specifics; Employee may be Member or Associates or some other term to reflect the case specifics	
5	2.03	Any Occupation	1	clause and items 1 and 2 may be deleted	
			2	may be: 40-100% of Your Indexed Pre-disability Earnings	
			3	may be deleted	
			4	Maximum Monthly Benefit may be shown here	
5	2.04	Bonuses	1	clause may be deleted or "monetary" may be deleted	
			2	clause and items 1 and 2 may be deleted	
			3	number will be 12 to 60 months or may be expressed in Calendar Years (1-5) or weeks (1-52)	
			4	may be actual date	
			5	may be specific period noted above	
5	2.05	Commissions	1	clause may be deleted or "monetary" may be deleted	
			2	clause and items 1 and 2 may be deleted	

Page #	Module #	Description	Variable #	Description of Variables	Use
			3	number will be 12 to 60 months or may be expressed in Calendar Years (1-5) or weeks (1-52)	
			4	may be actual date	
			5	may be specific period noted above	
5	2.06	Current Monthly Earnings	1	may show other source of income, eg: "Your law practice" etc...	
			2	may be deleted	
			3	may be 6-24 months	
			4	may be deleted	
6	2.07.1	Disability or Disabled		no variables	
	2.07.2	Disability or Disabled	1	may be deleted	
			2	may be deleted	
			3	may be 60-100%	
			4	may be deleted	
			5	may be deleted	
			6	may be 60-100%	
			7	may be 6-24 months or expressed in years	
			8	may be 60-100%	
			9	may be deleted	
			10	may be deleted	
			11	may be deleted	
			12	may be deleted	
			13	may be 60-100%	
			14	may be deleted	
6,7	2.07.3	Disability or Disabled	1	may be 6-60 months or expressed in years	
			2	may be 60-100%	
			3	may be deleted	
			4	may be deleted	
			5	may be 12-60 months or expressed in years	
			6	may be deleted	
			7	may be 60-100%	
			8	may be 6-24 months or expressed in years	
			9	may be 60-100%	
			10	may be deleted	
			11	may be deleted	
			12	may be deleted	
			13	may be deleted	
			14	may be 60-100%	
			15	may be deleted	
7	2.07.4	Disability or Disabled	1	may be deleted	
			2	may be deleted	
			3	may be 6-60 months or expressed in years	

Page #	Module #	Description	Variable #	Description of Variables	Use
			4	may be 60-100%	
			5	may be deleted	
			6	may be deleted	
			7	may be 60-100%	
			8	may be 6-24 months or expressed in years	
			9	may be 60-100%	
			10	may be deleted	
			11	may be deleted	
			12	may be deleted	
			13	may be deleted	
			14	may be 60-100%	
			15	may be deleted	
8	2.08	Elimination Period	1	may be deleted	
			2	may be deleted	
8	2.09	Employer	1	may be Participating Employer or some other description, or Employer will be named	
8	2.10	Essential Duty	1	number of hours will be shown - will be 20-80; or sentence deleted	
8	2.11	Indexed Pre-disability Earnings	1	percentage may be from 3-15	
			2	may be 12-36 months or expressed in years	
			3	entire clause may be deleted	
			4	may be 5-10	
			5	may be "approved by the Insurance Commissioner of the state in which the Policy is delivered."	
8	2.12	Mental Illness			
8	2.13	[Monthly] Benefit	1	the entire phrase may or may not be included depending on case specifics	
			2	may be 9, 10, 11 or 12 months	
8	2.14	Monthly Income Loss			
9,10	2.15	Other Income Benefits			
			1	may be deleted	
			2	may be deleted	
			3	may be deleted	
			4	may be deleted	
			5	may be deleted	
			6	may be deleted	
			7	may be 80-100%	
			8	may be 80-100%	
			9	may be deleted	
			10	may be deleted	
			11	may be deleted	
			12	may be deleted	

Page #	Module #	Description	Variable #	Description of Variables	Use
			13	may be deleted	
			14	may be deleted	
			15	may be deleted	
			16	may be deleted or may be 12 to 60 months	
11	2.16	Participating [Employer]	1	description may be revised to meet the case specifics and to describe the participating entity.	
11	2.17	Physician			
11	2.18.1	Pre-disability Earnings	1	items from this list may be deleted to correspond with Policyholder composition	
			2	monthly may be annual or weekly	
			3	number will be 1 to 10 or "tax" may be deleted	
			4	may be deleted	
			5	may be deleted	
			6	any from this list may be deleted or other items may be added to reflect the case specifics	
11	2.18.2	Pre-disability Earnings	1	description of class will be shown or reference deleted	
			2	monthly may be annual or weekly	
			3	any from this list may be deleted or other items may be added to reflect the case specifics	
			4	number will be 1 to 10	
			5	may be deleted	
			6	may be deleted	
			7	any from this list may be deleted or other items may be added to reflect the case specifics	
12	2.18.3	Pre-disability Earnings	1	description of class will be shown or reference deleted	
			2	may be deleted	
			3	any from this list may be deleted or other items may be added to reflect the case specifics	
			4	may be deleted	
			5	may be deleted	
			6	any from this list may be deleted or other items may be added to reflect the case specifics	
			7	may be deleted	
12	2.19	Prior Policy	1	actual policy and insurance carrier may be stated here; this will be an accurate description of the Prior Policy	
			2	name of Employer/Policyholder may be stated here	
12	2.20	Regular Care of a Physician			
12	2.21	Rehabilitation	1	list may be amended, added to or items deleted to reflect current practices and/or advances in rehabilitation as available	
12	2.22	Related	1	actual relationship may be stated or phrase deleted	
13	2.23	Retirement Plan	1	list may be amended, added to or items deleted to reflect Policyholder's retirement plans	
13	2.24	Substance Abuse	1	may be deleted	

Page #	Module #	Description	Variable #	Description of Variables	Use
13	2.25	The Policy	1	Policyholder name and Policy number may be stated	
13	2.26	Tips and Tokens	1	may be deleted	
			2	clause may be deleted or "monetary" may be deleted	
			3	clause and items 1 and 2 may be deleted	
			4	number will be 12 to 60 months or may be expressed in Calendar Years (1-5) or weeks (1-52)	
			5	may be actual date	
			6	may be specific period noted above	
13	2.27	Trust	1	trust may be named or described here	
13	2.28	We, Our, or Us	1	United Heritage Life Insurance Company or United Heritage may be identified here	
13	2.29	Your Occupation	1	may be deleted; may be used with next paragraph; more specific description may be used	
			2	may be deleted; may be used with preceding paragraph; more specific description may be used	
13	2.30	You or Your			
14		Eligibility and Enrollment			
14	3.01	Eligible Persons: <i>Who is Eligible for Coverage?</i>			Optional module if language is not in Policy of Incorporation
14	3.02	Eligibility Waiting Period for Coverage: <i>When will I become Eligible?</i>	1	may be deleted if no waiting period for coverage	Optional module if language is not in Policy of Incorporation
14	3.03	Enrollment: <i>How do I enroll for coverage?</i>	1	sentences may be deleted; references to Option 1 and Option 2 will be deleted or will .reflect plans offered; Active Employees may be changed to reflect composition of the group and/or those eligible for which options offered	Optional module if language is not in Policy of Incorporation
			2	option(s) available may be stated here	
			3	may be deleted if no voice/electronic enrollment offered; specific instructions may be included here	
			4	entire section may be deleted or may be revised to accommodate Guaranteed Issue program	
			5	may be 31-60 days	
			6	reference to Annual Enrollment and/or Change in Family Status may be deleted or revised	
			7	Annual Enrollment may some other designation or time period	
			8	may be 31-60 days	
			9	may be deleted or Annual Enrollment may be referred to by some other designation	
14	3.04	[Evidence of Insurability: <i>What is Evidence of Insurability?</i>	1	items in list may be added to or deleted; Written may include telephonic and/or electronic	Optional module if language is not in Policy of Incorporation
			2	may be "Our"	
14	3.05	[Change in Family Status: <i>What constitutes a Change in Family Status?</i>	1	list may be added to or items may be deleted	Optional module if language is not in Policy of Incorporation
15		Period of Coverage			

Page #	Module #	Description	Variable #	Description of Variables	Use
15	4.01	Effective Date: <i>When does my coverage start?</i>	1	may be deleted or reference to "the Policy's costs" may be "the cost of coverage"	Optional module
			2	may be deleted	
			3	may be deleted	
			4	may be deleted or reference to "the Policy's costs" may be "the cost of coverage"	
			5	may be "the first day of the month following the date"	
			6	may be deleted	
			7	may be "the first day of the month following the date"	
			8	may be deleted	
			9	may be 31-60 days	
			10	may be "the first day of the month following the date"	
			11	may be deleted	
			12	may be deleted or may be some other reference	
			13	may be deleted	
15	4.02	Deferred Effective Date: <i>Will coverage take effect if I am not Actively at Work on the date my coverage is to start?</i>	1	may be Complications of Pregnancy	Optional module
			2	may be deleted	
			3	may be deleted	
15,16	4.03	Changes in Coverage: <i>Can I change my benefit options?</i>	1	either item may be deleted or a specific date maybe listed or may be at some other time or section may be deleted	Optional module
			2	may be 31-60 days	
			3	may be deleted	
			4	may be deleted or may reference options or dollar amounts specifically	
	4.03a		5	section may be deleted	
			6	"the date" or "the first day of the month" may be some other time reference or item may be deleted	
			7	item 2 may be deleted	
			8	Change in Family Status section may be deleted	
			9	may be 31-60 days	
			10	item 2 may be deleted	
			11	may be deleted or either item deleted	
	4.03b		12	may be deleted or class described	
			13	may be deleted or class described	
	4.03c		14	may be deleted or either item deleted	
16	4.04	Continuity From A Prior Policy: <i>Is there continuity of coverage from a Prior Policy?</i>	1	section may be revised to require eligibility under the Prior Policy or some other criteria based on language of the Prior Policy; either item may be deleted or second item may be "receiving benefits under the Prior Policy"	Optional module
	4.04a		2	entire section may be deleted if no pre-existing condition limitation under the policy	
			3	may be deleted	
	4.04b		4	may be Part-time, temporary or other kind of employee	

Page #	Module #	Description	Variable #	Description of Variables	Use
			5	date may be specified	
			6	may be 1-12 months	
		Termination Provisions			
17	5.01	Termination: <i>When will my coverage stop?</i>	1	the date may be "the last day of the month following the month in which" or may be "the premium due date on or next following"	Optional module
			2	item may be deleted	
			3	the date may be "the last day of the month following the month in which" or may be "the premium due date on or next following"	
			4	the date may be "the last day of the month following the month in which" or may be "the premium due date on or next following"	
			5	item may be deleted	
			6	may be "the date" or other period of time	
			7	list may be amended, added to or items deleted	
			8	may be deleted or "Part time" may be added or replace "Full time"	
			9	may be deleted	
17	5.02	Continuation Provisions: <i>Can my insurance be continued?</i>		NOTE: the specific types of continuation listed in this provision may be added to based on the Employer's plan of continuation specific to his or her particular business needs and requirements	Optional module
			1	may be deleted	
			2	reference to class and/or Participating Employer may be deleted	
			3	provision may be deleted	
			4	may be non-medical	
			5	may be "for [30] days after the date" where 30 may be 30-365 or may be expressed in months	
			6	provision may be deleted	
			7	may be "for [X] days after the date" where "X" days may be 30-365 or may be expressed in months	
			8	provision may be deleted	
			9	may be 12-52 and/or second clause deleted	
			10	provision may be deleted	
			11	may be "for [X] days after the date" where "X" days may be 30-365 or may be expressed in months	
			12	provision may be deleted	
			13	may be medical, non-medical or non-paid	
			14	may be "for [X] days after the date" where "X" days may be 30-365 or may be expressed in months	
			15	provision may be deleted	
			16	May be 8-52 weeks; or may be replaced by "8-52 weeks, or longer if required by other applicable law."	
			17	may be deleted	

Page #	Module #	Description	Variable #	Description of Variables	Use
18	5.03	Coverage while Disabled: <i>Does my insurance continue while I am Disabled and no longer an Active Employee?</i>	1	either item may be deleted	Optional module
18	5.04	Waiver of Premium: <i>Am I required to pay Premiums while I am Disabled?</i>	1	Items 1 or 2 may be deleted or specific date specified in item 2 or some other time period specified	Optional module
18	5.05	Extension of Benefits for Total Disability: <i>Do my benefits continue if the Policy terminates?</i>			Optional module
19		Benefits			
19	6.01	Disability Benefit: <i>When do I qualify for Disability Benefits?</i>			
19	6.02.1	Mental Illness And Substance Abuse Benefits: <i>Are benefits limited for Mental Illness[or Substance Abuse?]</i>	1	may be deleted	
			2	item may be deleted; items listed may be added to or deleted	
			3	paragraph may be replaced by: Benefits will be payable: 1) for as long as you are confined in a hospital or other place licensed to provide medical care for the disabling condition; or, 2) if not confined, or after you are discharged and still disabled, for a total of [24 months] for all such disabilities during your lifetime. OR Benefits will be payable only for so long as you are confined in a hospital or other place licensed to provide medical care for the disabling condition.	
			4	24 months may be 12-60 months	
			5	24 months may be 12-60 months	
			6	may be 60-180 days	
			7	may be 7-30 days	
			8	may be 60-180 days	
			9	may be 7-30 days	
			10	may be 7-30 days	
19	6.02.2	Substance Abuse Limitation: <i>Are benefits limited for alcoholism or Substance Abuse?</i>	1	may be deleted	
			2	Items listed may be added to or deleted	
			3	may be "up to 60 months"	
20	6.03	Recurrent Disability: <i>What happens if I Recover but become Disabled again?</i>	1	may be "equal to" and 7-365 days may be stated	
			2	may be 3-9 months	
			3	may be 3-9 months	

Page #	Module #	Description	Variable #	Description of Variables	Use
20	6.04.1	Calculation of Monthly Benefit: <i>How are my Disability benefits calculated [during the Initial Benefit Period]?</i>	1	may be deleted	
			2	may be deleted	
			3	may be deleted	
20,21	6.04.2	Calculation of Monthly Benefit:Return to Work Incentive: <i>How are my Disability benefits calculated?</i>	1	may be 12-36 months or expressed in years	
			2	may be deleted	
			3	may be deleted	
			4	may be 60-100%	
			5	may be 12-60 months or expressed in years	
			6	may be deleted	
			7	may be deleted	
			8	may be deleted	
21	6.04.3	Calculation of Monthly Benefit:Return to Work Incentive: <i>How are my Disability benefits calculated?</i>	1	may be 12-60 months or expressed in years	
			2	may be 60-100%	
			3	may be deleted	
			4	may be deleted	
22	6.05	Calculation of Monthly Benefit: What happens if the sum of [my Monthly Benefit, Current Monthly Earnings and Other Income Benefits] Exceeds 100 % of my Pre-disability Earnings?	1	Monthly Benefit may be added to Current Earnings and/or Other Income Benefits for the purpose of this provision.	
			2	statement may or may not be included depending on case specifics	
			3	statement may or may not be included depending on case specifics	
22	6.06	Minimum Monthly Benefit: <i>Is there a Minimum Monthly Benefit?</i>			
22	6.07	Partial Month Payment: <i>How is the benefit calculated for a period of less than a month?</i>			
22	6.08	Denial of Social Security Benefits: <i>After the Initial Benefit Period expires, is there any allowance if you are ineligible for Social Security?</i>			
23	6.09	Termination of Payment: <i>When will my benefit payments end?</i>	1	item may be deleted	

Page #	Module #	Description	Variable #	Description of Variables	Use
			2	may be deleted	
			3	may be deleted	
			4	may be deleted	
			5	may be deleted	
			6	may be deleted	
			7	may be 60-100%	
			8	may be deleted	
			9	may be deleted	
			10	may be deleted	
			11	may be deleted	
			12	may be deleted	
			13	may be deleted	
			14	each one of items a-d may be deleted or combined	
			15	may be deleted	
24	6.1	Family Care Credit Benefit: <i>What if I must incur expenses for Family Care Services in order to participate in a Rehabilitation program?</i>	1	may be age 10-26	optional module
			2	may be 100-800	
			3	may be 6-12 months	
			4	may be \$100-\$400	
			5	may be \$2500-\$10,000	
			6	may be 12-36 months or expressed in years	
			7	may be 80-100%	
			8	may be deleted	
25	6.11	Cost-Of-Living Adjustment: <i>How do my benefits keep abreast of inflation?</i>	1	may be "We may"	optional module
			2	may be 12-36 months or expressed in years	
			3	item may be deleted	
			4	item may be deleted or % may be 20-50%	
			5	may be Policy Anniversary or some other date	
			6	may be 3-15%	
			7	may be 3/4 or deleted	
			8	may be deleted	
			9	may be 5 to unlimited	
			10	may name comparable CPI-W indicator or: "approved by the Insurance Commissioner of the state in which the Policy is being delivered."	
26,27	6.12	Survivor Income Benefit: Will my survivors receive a benefit if I die while receiving Disability Benefits?	1	the term "Disability" may be deleted depending on case specifics	optional module

Page #	Module #	Description	Variable #	Description of Variables	Use
			2	phrase may be deleted	
			3	may be 12-36 months or expressed in years and/or "or have met the Elimination Period" may be added	
			4	may be called something else or deleted or "benefit" may be substituted	
			5	statement may be deleted	
			6	may be:[The Survivor Income Benefit will only be paid: 1) to Your Surviving Spouse; or 2) if no Surviving Spouse, in equal shares to Your Surviving Children.] If there is no Surviving Spouse or Surviving Children, then no benefit will be paid.]	
			7	either 1) or 2) or both may be included or deleted	
			8	may be deleted	
			9	may be deleted	
			10	or may show actual dollar amount or may state: "The Survivor Income Benefit amount is shown in the Schedule"; or monthly benefit amount and maximum payment period language may be substituted	
			11	optional benefit amount may be shown here where "3" may be "3-12"	
			12	beneficiary language may be deleted	
			13	may be deleted	
			14	19 may be 19-26	
			15	may be deleted	
			16	entire option may be deleted	
			17	may be 6-12 months or an equivalent number of weeks	
			18	may include one statement or the other or both 1) and 2)	
			19	may be 6-12 months	
27	6.13	Extended Earnings Protection Benefit: <i>Will benefits continue to be paid after my return to Active Employment if my earnings are less than Pre-disability Earnings?</i>	1	may be deleted or "Part time" may be added or replace "Full time"	optional module
			2	may be deleted	
			3	may be deleted	
			4	may be 60-80%	
			5	may be deleted	
			6	may be deleted	
			7	may be 3-24 months	
			8	may be 60-80%	
27	6.14	Workplace Modification Benefit: <i>Will the Rehabilitation program provide for modifications to my workplace to accommodate my return to work?</i>			

Page #	Module #	Description	Variable #	Description of Variables	Use
28	6.15	Pension Contribution Benefit: <i>Does this Policy also cover contributions to a Pension Policy?</i>	1	may be 1 year; may be 1-5 years or all items may be replaced with language to accommodate Policyholder request and practice	optional module
			2	may be deleted and flat amount stated	
			3	may be 15-75%; entire list may be amended to meet the case specifications	
			4	may be \$2,500-\$10,000	
			5	may be 12-36 months or expressed in years or may be deleted	
28	6.16, 6.16a	Infectious And Contagious Disease Benefit: <i>If it is disclosed that I carry an Infectious and Contagious Disease, will the Policy cover the income lost as the result of limitations placed on my license or reduced patronage?</i>	1	may be 6-36 months or expressed in years or may be 1-26 weeks	optional module
			2	may be Benefit Commence period	
			3	may be 20-60%	
	6.16b		4	may be replaced by the following: We will use the following calculation to determine Your [Weekly/Monthly] Benefit: Weekly/Monthly Benefit = $\frac{A - B}{A} \times C$ Where A = Your Pre disability Weekly/Monthly Earnings. B = Your Current Weekly/Monthly Earnings. C = The [Weekly/Monthly Benefit] payable if You were Totally Disabled.]	
			5	may be deleted	
			6	may be deleted	
29	6.16c		7	may be 40-80%	
			8	may be deleted or some other determinate may be listed	
			9	may be either table or payable	
			10	may be deleted	
			11	may be 1-5 years or 1-26 weeks	
29,30	6.17	Activities of Daily Living Benefit: <i>What is the Activities of Daily Living Benefit?</i>	1	may be 2-4	optional module
			2	either item may be deleted	
			3	may be 30-90 days	
			4	flat benefit amount may be stated here or % may be 10-40; monthly may be revised to meet specifications of the case	
			5	\$5,000 may be \$5,000 - \$15,000	
			6	may be deleted	
			7	may be 1 - 10 years	
			8	may be deleted	

Page #	Module #	Description	Variable #	Description of Variables	Use
			9	may be deleted	
			10	may be 2-5	
			11	may be deleted or maximum shown here	
30	6.18	Accidental Dismemberment and Loss of Sight Benefit: <i>What benefits are payable for dismemberment or loss of sight due to an accidental bodily injury?</i>	1	may be 90-365 days	optional module
			2	items may be added to loss table	
			3	items will correspond to loss table	
31	6.19	Business Protection Benefit: <i>Are additional Disability Benefits paid to compensate for business revenue lost when I am Disabled?</i>	1	may be 90-365 days	optional module
			2	may be edited to reflect case specifics	
			3	may be 15%-25%	
			4	may be "Monthly Income Loss"	
			5	may be \$2,500-\$5,000	
			6	may be deleted	
			7	items in list may be deleted to, amended or added to or last item deleted	
			8	may be 12-36	
31	6.20	Cafeteria Plan Election Restriction			optional module
31	6.21	[Rehabilitation Bonus: What happens if I successfully complete an approved program of Rehabilitation?	1	entire module may or may not be included	optional module
			2	May be 1-12 times the Monthly Benefit	
		Exclusions and Limitations			
32	7.01	Exclusions: What Disabilities are not covered?	1	items in this list may be deleted	optional module
			2	phrase may be deleted	
			3	may be deleted	
			4	may be "accidental bodily injury" and "sickness" if LTD	
			5	may be "accidental bodily injury" and "sickness" if LTD	
			6	may be any or another	
32	7.02	Pre-Existing Condition Limitation: <i>Are benefits limited for Pre-existing Conditions?</i>	1	may be: We will pay benefits, or an increase in benefits, under The Policy for any Disability that results from, or is caused or contributed to by, a Pre-existing Condition for a limited number of days as shown in the Schedule.	Optional module
			2	may be deleted	
			3	may be 90-365 days; 3-12 months	
			4	may be deleted	
			5	may be 90-365 days; 3-12 months	

Page #	Module #	Description	Variable #	Description of Variables	Use
			6	may be deleted	
			7	may be deleted	
			8	may be 30-180 days; 1-6 months	
		GENERAL PROVISIONS			
33	8.01	Notice of Claim: <i>When should I notify the Company of a claim?</i>	1	may be deleted	Always included
			2	"written" may be deleted or may be "written, electronic or telephonic" or any variation thereof	
			3	may be 15-90 days	
			4	may be deleted	
			5	may be deleted	
			6	may be 15-90 days	
33	8.02	Claim Forms: <i>Are special forms required to file a claim?</i>	1	may be deleted	Always included
			2	may be 15-45 days	
			3	may be 15-45 days	
			4	"written" may be deleted or may be "written, electronic or telephonic" or any variation thereof	
			5	may be deleted	
			6	may be 15 - 45 days	
33	8.03	Proof of Loss: <i>What is Proof of Loss?</i>	1	list may be added to or items may be deleted	Always included
33	8.04	Additional Proof of Loss: <i>What additional proof of loss is the Company entitled to?</i>			Optional module
34	8.05	Sending Proof of Loss: <i>When must proof of Loss be given?</i>	1	may be 90-180 days	Always included
			2	may be 1-2 years	
			3	may be 30-90 days	
34	8.06	Claim Payment: <i>When are benefit payments issued?</i>	1	may be "immediately"	Always included
34	8.07	Claims to be Paid: <i>To whom will my claim be paid?</i>	1	may be \$1,000-\$7,000	Always included
34	8.08	Claim Denial: <i>What notification will I receive if my claim is denied?</i>			Always included
34	8.09	Claim Appeal: <i>What recourse do I have if my claim is denied?</i>	1	may be 180-365 days	Always included
			2	may be 60-180 days	
35	8.10	Social Security: <i>When must I apply for Social Security Benefits?</i>	1	may be 30-180 days	Optional module

Page #	Module #	Description	Variable #	Description of Variables	Use
35	8.11	Benefit Estimates: <i>How does the Company estimate Disability benefits under the United States Social Security Act?</i>			Optional module
35	8.12	Overpayment: <i>When does an overpayment occur?</i>	1	Items in list may be added to or deleted	Optional module
36	8.13	Overpayment Recovery: <i>How does the Company exercise the right to recover overpayments?</i>	1	may be 30-90 days	Optional module
			2	Items in list may be added to or deleted	
			3	may be deleted	
36	8.14	Subrogation: <i>What are the Company's subrogation rights?</i>	1	definition of "Third Party" may be included in next provision if this provision deleted.	Optional module
36	8.15	Reimbursement: <i>What are the Company's Reimbursement Rights?</i>			Optional module
36	8.16	Legal Actions: <i>When can legal action be taken?</i>	1	may be 60-180 days	Always included
			2	may be 3-6 years	
			3	may be deleted	
37	8.17	Fraud: <i>How does the Company deal with fraud?</i>	1	may be "Your Third Party Administrator" / "Policyholder" / "Association" / "Organization" or the like	Always included
			2	may be "Your Third Party Administrator" / "Policyholder" / "Association" / "Organization" or the like	
			3	may be "Your Third Party Administrator" / "Policyholder" / "Association" / "Organization" or the like	
37	8.18	Misstatements: <i>What happens if facts are misstated?</i>	1	may be deleted; or "except fraudulent misstatements" may be added	Always included
37	8.19	Policy Interpretation: <i>Who interprets Policy terms and conditions?</i>			Optional module



IN CASE OF CONSUMER COMPLAINTS CONCERNING OR CONNECTED TO THIS POLICY, PLEASE CONTACT YOUR AGENT OR BROKER FOR ASSISTANCE, OR CONTACT:

UNITED HERITAGE LIFE INSURANCE COMPANY

P.O. BOX 7777

MERIDIAN, IDAHO 83680-7777

(208)-493-6100

(800) 657-6351

IF DISCUSSIONS WITH THE INSURER, OR ITS AGENT OR OTHER REPRESENTATIVE, OR BOTH, HAVE FAILED TO PRODUCE A SATISFACTORY RESOLUTION TO THE PROBLEM, YOU MAY CONTACT:

ARKANSAS INSURANCE DEPARTMENT

CONSUMER SERVICES DIVISION

1200 WEST THIRD STREET

LITTLE ROCK, AR 72201-1904

TELEPHONE NUMBER: 1-800-852-5494 OR 1-501-371-2540



UNITED HERITAGE LIFE INSURANCE COMPANY

707 E United Heritage Ct, Meridian, Idaho 83642-3527

P.O. Box 7777 - Meridian, Idaho 83680-7777

1-800-657-6351

CERTIFICATE OF INSURANCE

[Policyholder: ABC Policyholder]

1

[Policy Number: XXX-XXXXXXX]

[Policy Effective Date: DATE]

[Policy Anniversary Date: DATE]

[Participating Entity]

[Account Number: XXXXXXXX]

We have issued The Policy to the Policyholder. Our name, the Policyholder's name and The Policy Number are shown above. The provisions of The Policy, which are important to You, are summarized in this certificate consisting of this form and any additional forms which have been made a part of this certificate. This certificate replaces any other certificate We may have given to You earlier under The Policy. The Policy alone is the only contract under which payment will be made. Any difference between The Policy and this certificate will be settled according to the provisions of The Policy on file with Us at Our home office. The Policy may be inspected at the office of the Policyholder.

Signed for the Company

Marjorie A. Hopkins, Secretary

Dennis L. Johnson, President

2

Some terms and provisions contained in this Group Certificate may not apply to your policy. If you have questions regarding your benefits, see the Schedule of Insurance page or contact your Human Resources office or your Plan Administrator.

A note on capitalization in this certificate:

Capitalization of a term, not normally capitalized according to the rules of standard punctuation, indicates a word or phrase that is a defined term in The Policy or refers to a specific provision contained herein.

TABLE OF CONTENTS

3

[Section I	Schedule of Insurance
Section II	Definitions
Section III	Eligibility and Enrollment
Section IV	Period of Coverage
Section V	Termination Provisions
Section VI	Benefits
Section VII	Exclusions and Limitations
Section VIII	General Provisions]

Section I

SCHEDULE OF INSURANCE

[The Policy of short term Disability insurance provides You with short term income protection if You become Disabled from a covered Injury, Sickness or pregnancy. **Please refer to Your group enrollment form to see the Option that applies to You.**

1

The benefits described herein are those in effect as of DATE.

Cost of Coverage:

Option 1 - You do not contribute toward the cost of coverage under Option 1.

Option 2 - You must contribute toward the cost of coverage under Option 2.

Module Number 1.01

Eligible Class(es) for Coverage: All Full-time and Part-time Active Employees who are citizens or legal residents of the United States, its territories and protectorates; excluding temporary, leased or seasonal employees.

Full-time Employment: at least # hours weekly

Module Number 1.02

Weekly Benefit: The lesser of:

- 1) Option 1: [X% of Your Pre-disability Earnings/an amount you elect in increments of \$X;]
- 2) Option 2: [X% of Your Pre-disability Earnings/an amount you elect in increments of \$X]; or
- 3) \$XX.

The Weekly Benefit will be rounded to the next higher \$10.00/\$1.00 if not already such a multiple.

Module Number 1.03

Minimum Weekly Benefit: \$XXX

[In no event will the Minimum Weekly Benefit be less than \$12.50.]

Module Number

1.04-AR

Maximum Duration of Benefits Payable:

- 1) if Your Disability is the result of a Pre-existing Condition: # days if caused by Injury or Sickness; otherwise
- 2) # weeks if caused by Injury or Sickness

Module Number 1.05

Benefits Commence::

- 1) for Disability caused by Injury: on the 1st consecutive day of Total Disability or Disabled and Working;
- 2) for Disability caused by Sickness: on the 8th consecutive day of Total Disability or Disabled and Working
- 3) with the exception of benefits required by state law, the expiration of any Employer sponsored salary continuation program.

For hospital confinements of 24 hours or more, or for an Outpatient Surgical Procedure which necessitates a Total Disability period or a Disabled and Working Disability period of 24 hours or more after surgery, benefits commence:

- 1) on the first day of hospital confinement; or
- 2) on the date of the Outpatient Surgical Procedure.

Module Number 1.06

Annual Enrollment Period: From month & day through month & day

Module Number 1.07

Eligibility Waiting Period for Coverage

- 1) XX days - if You are Actively at Work for the Employer on the Policy Effective Date; or
- 2) XX days - if You start working for the Employer after the Policy Effective Date.

The number of days referenced above are continuous calendar days. The Eligibility Waiting Period for Coverage will be reduced by the period of time You were a Full-time/Part-time/temporary Active Employee with the Employer under the Prior Policy.]

Module Number 1.08

Section I

SCHEDULE OF INSURANCE

[Disclosure of Fees:

We may reduce or adjust premiums, rates, fees and/or other expenses for programs under The Policy.

[Disclosure of Services:

In addition to the insurance coverage, We may offer noninsurance benefits and services to [Active [Employees]].

[Disclosure of Payment to [the Policyholder]

We [have agreed to] make payment to [the Policyholder] for reimbursement of cost(s) associated with [:

- 1) audit;
- 2) marketing communication services; and
- 3) [other] administrative expenses.]]

Module Number 1.10

Section II DEFINITIONS

[Actively at Work]	means at work with [the Employer] on a day that is one of [the Employer's] scheduled workdays. On that day, You must be performing for wage or profit all of the regular duties of Your Occupation:	
	1) in the usual way; and	1
	2) for [Your usual number of hours.]	2
	[We will consider You Actively at Work on a day that is not a scheduled work day only if You were Actively at Work on the preceding scheduled work day.]	
Module Number 2.01		
Active [Employee]	means [an employee who works for the Employer on a regular basis in the usual course of the Employer's business. This must be at least the number of hours shown in the Schedule of Insurance.]	1
Module Number 2.02		
Any Occupation	means any occupation for which You are qualified by education, training or experience, [and that has an earnings potential greater than the lesser of:	1
	1) [the product of Your Indexed Pre-disability Earnings and the Initial Benefit Period Percentage]; or	2 3
	2) [the Maximum Weekly Benefit.]]	
Module Number 2.03		
Bonuses	means the [weekly average of monetary] bonuses You received from [the Employer] [over:	1,2,3
	1) the [X month] period ending [immediately prior to the date] You became Disabled; or	4,5 6
	2) the period of time You worked for [the Employer,] if shorter than [the above period/X months.]]	
Module Number 2.04		
Commissions	means the [weekly average of monetary] commissions You received from [the Employer] [over:	1,2,3 4,5
	1) the [X month] period ending [immediately prior to the date] You became Disabled; or	6
	2) the period of time You worked for [the Employer], if shorter than [the above period/X months.]]	
Module Number 2.05		
[Current [Monthly/Weekly] Earnings]	means [Monthly/Weekly] earnings You receive from:	
	1) [the Employer; and	1
	2) other employment;]	
	while You are Disabled [and eligible for the Disabled and Working Benefit.]	2
	[However, if the other employment is a job You held in addition to Your job with the Employer, then during any period that You are entitled to benefits for being Disabled from Your Occupation, only the portion of Your earnings that exceed Your average earnings	3
	from the other employer over the [6 month] period just before You became Disabled will count as Current [Monthly/Weekly] Earnings.]	4
		5
	[Current [Monthly/Weekly] Earnings also includes the pay You could have received for another job or a modified job if:	
	1) such job was offered to You by the Employer, or another employer, and You refused the offer; and	
	2) the requirements of the position were consistent with:	
	a) Your education, training and experience; and	
	b) Your capabilities as medically substantiated by Your Physician.]	

Module Number 2.06

Section II

DEFINITIONS

Disabled and Working	means that You [or Your Spouse] are prevented by:	1
	<ul style="list-style-type: none"> 1) Injury; 2) Sickness; 3) Mental Illness; 4) Substance Abuse; or 5) [pregnancy] 	2
	from performing some, but not all of the Essential Duties of Your [or his or her] Occupation, are working on a part-time or limited duty basis [before age 70] [and, as a result, Your [or Your Spouse's] Current [Weekly] Earnings are more than [20]%, but are less than or equal to [80]% of Your [or Your Spouse's] Pre-disability Earnings.]	3,4 5,6,7
Module Number 2.07		
Disability or Disabled	means Total Disability [or Disabled and Working Disability].	1
Module Number 2.08		
Employer	means the [Policyholder].	1
Module Number 2.09		
Essential Duty	means a duty that:	
	<ul style="list-style-type: none"> 1) is substantial, not incidental; 2) is fundamental or inherent to the occupation; and 3) cannot be reasonably omitted or changed. 	
	Your ability to work the number of hours in Your regularly scheduled workweek is an Essential Duty. [However, working more than [X] hours per week is not an Essential Duty.]	1
Module Number 2.10		
Injury	means bodily injury resulting:	
	<ul style="list-style-type: none"> 1) directly from accident; and 2) independently of all other causes; 	
	[which occurs while You are covered under The Policy.] [However, an Injury will be considered a Sickness if Your Disability begins more than 30 days after the date of the accident.]	1,2
Module Number 2.11		
Mental Illness	means a mental disorder as listed in the current version of the Diagnostic and Statistical Manual of Mental Disorders, published by the American Psychiatric Association. A Mental Illness may be caused by biological factors or result in physical symptoms or manifestations.	
	For the purpose of The Policy, Mental Illness does not include the following mental disorders outlined in the Diagnostic and Statistical Manual of Mental Disorders:	
	Mental Retardation;	
	<ul style="list-style-type: none"> 1) Pervasive Developmental Disorders; 2) Motor Skills Disorder; 3) Substance-Related Disorders; 4) Delirium, Dementia, and Amnesic and Other Cognitive Disorders; or 5) Narcolepsy and Sleep Disorders related to a General Medical Condition. 	
Module Number 2.12		

Section II DEFINITIONS

[Other Income Benefits

means the amount of any benefit for loss of income, provided to You [or to Your family], as a result of the period of Disability for which You are claiming benefits under The Policy. This includes any such benefits for which You [or Your family] are eligible or that are paid to You, [to Your family] or to a third party on Your behalf, pursuant to any:	1
1) [temporary, permanent disability, or impairment benefits under a Workers' Compensation Law, the Jones Act, occupational disease law, similar law or substitutes or exchanges for such benefits;]	2,3
2) governmental law or program that provides disability or unemployment benefits as a result of Your job with the Employer;	4
3) plan or arrangement of coverage, [other than income from any accumulated sick time, salary continuation or paid time off,] whether insured or not, which is received from the Employer as a result of employment by or association with the Employer or which is the result of membership in or association with any group, association, union or other organization;	5
4) [any income You received from the Employer as a result of any accumulated sick time salary continuation or paid time off, which causes the Weekly Benefit, plus Other Income Benefits to exceed [X%] of Your Weekly Earnings. The amount in excess of [X%] of Your Weekly Earnings will be used to reduce the Weekly Benefit.]	6
5) [individual insurance policy where the premium is wholly or partially paid by the Employer;]	7,8
6) [mandatory "no-fault" automobile insurance plan;]	9
7) disability benefits under:	10
a) the United States Social Security Act or alternative plan offered by a state or municipal government;	
b) the Railroad Retirement Act;	
c) the Canada Pension Plan, the Canada Old Age Security Act, the Quebec Pension Plan or any provincial pension or disability plan; or	11
d) similar plan or act;	
that You, [Your spouse and/or children,] are eligible to receive because of Your Disability; or	
8) disability benefit from the Department of Veterans Affairs, or any other foreign or domestic governmental agency:	
a) that begins after You become Disabled; or	
b) that You were receiving before becoming Disabled, but only as to the amount of any increase in the benefit attributed to Your Disability.	12

Other Income Benefits also means any payments that are made to You or to Your family, or to a third party on Your behalf, pursuant to any:

- | | |
|---|----|
| 1) disability benefit under the Employer's Retirement plan; | |
| 2) [temporary, permanent disability or impairment benefits under a Workers' Compensation Law, the Jones Act, occupational disease law, similar law or substitutes or exchanges for such benefits;] | |
| 3) portion of a settlement or judgment, minus associated costs, of a lawsuit that represents or compensates for Your loss of earnings; or | |
| 4) retirement benefit from a Retirement Plan that is wholly or partially funded by employer contributions, unless: | 13 |
| a) You were receiving it prior to becoming Disabled; or | |
| b) You immediately transfer the payment to another plan qualified by the United States Internal Revenue Service for the funding of a future retirement; (Other Income Benefits will not include the portion, if any, of such retirement benefit that was funded by Your [after-tax] contributions.); or | |
| 5) retirement benefits under: | |
| a) the United States Social Security Act or alternative plan offered by a state or municipal government; | 14 |
| b) the Railroad Retirement Act; | |

Section II DEFINITIONS

- c) the Canada Pension Plan, the Canada Old Age Security Act, the Quebec Pension Plan or any provincial pension or disability plan; 15
- d) similar plan or act;
- that You, [Your spouse and children] receive because of Your retirement, unless You were receiving them prior to becoming Disabled.

[If You are paid Other Income Benefits in a lump sum or settlement, You must provide proof satisfactory to Us of: 16

- 1) the amount attributed to loss of income; and
- 2) the period of time covered by the lump sum or settlement.

We will pro-rate the lump sum or settlement over this period of time. If You cannot or do not provide this information, We will assume the entire sum to be for loss of income, [and the time period to be 24 months.] We may make a retroactive allocation of any retroactive Other Income Benefit. A retroactive allocation may result in an overpayment of Your claim.

The amount of any increase in Other Income Benefits will not be included as Other Income Benefits if such increase:

- 1) takes effect after the date benefits become payable under The Policy; and
- 2) is a general increase which applies to all persons who are entitled to such benefits.]

Module Number 2.13

Outpatient Surgical Procedure

means a medically necessary surgical procedure performed by a Physician in the outpatient department of a hospital or ambulatory surgical center.

Module Number 2.14

Participating [Employer]

means [an Employer who agrees to participate in the Trust, pays the required contribution for the Active Employees and is a participant in accordance with the provisions of The Policy.] 1

Module Number 2.15

Physician

means a person who is:

- 1) a doctor of medicine, osteopathy, psychology or other legally qualified practitioner of a healing art that We recognize or are required by law to recognize;
- 2) licensed to practice in the jurisdiction where care is being given;
- 3) practicing within the scope of that license; and
- 4) not You or Related to You by blood or marriage.

Module Number 2.16

Section II DEFINITIONS

[Pre-disability Earnings]	<p>means, [for sole proprietor, partners, members of a limited liability company taxable as a partnership under the federal income tax laws, or share holders in a S-Corporation]:</p> <ol style="list-style-type: none"> 1) the [weekly] average of earnings reported as "net earnings from self-employment" for federal income tax purposes for: <ol style="list-style-type: none"> a) the [X tax] year(s) just prior to the date of Disability; or b) the number of months You were employed in this capacity, if less than above period; and 2) [not] contributions You make through a salary reduction agreement with the Employer to: <ol style="list-style-type: none"> a) an Internal Revenue Code (IRC) Section 401(k), 403(b) or 457 deferred compensation arrangement; b) an executive non-qualified deferred compensation arrangement; or c) a salary reduction arrangement under an IRC Section 125 plan, <p>for the same period as above.</p> <p>Pre-disability Earnings [does not include] [bonuses, commissions, tips and tokens,] dividends, capital gains and returns of capital.</p>	<p>1</p> <p>2</p> <p>3</p> <p>4</p> <p>5,6</p>
<p>Module Number</p> <p>2.17.1</p> <p>Pre-disability Earnings</p>	<p>means, [for specific class description if applicable] Your average [weekly] rate of pay, [including Bonuses, Commissions and Tips and Tokens], from the Employer for the [X] calendar year(s) ending immediately before the date You become Disabled, or over the number of calendar months of employment, if less than this period:</p> <ol style="list-style-type: none"> 1) [not] including contributions you make through a salary reduction agreement with the Employer to: <ol style="list-style-type: none"> a) an Internal Revenue Code (IRC) Section 401(k), 403(b) or 457 deferred compensation arrangement; b) an executive non qualified deferred compensation arrangement; or c) a salary reduction arrangement under an IRC Section 125 plan; and 2) [not] including [bonuses, commissions, tips and tokens] overtime pay or expense reimbursements for the same period as above. 	<p>1,2</p> <p>3, 4</p> <p>5</p> <p>6,7</p>
<p>Module Number</p> <p>2.17.2</p> <p>Pre-disability Earnings</p>	<p>means, [for specific class description if applicable], Your regular [weekly] rate of pay, including [Bonuses, Commissions and Tips and Tokens],</p> <ol style="list-style-type: none"> 1) [not] including contributions you make through a salary reduction agreement with the Employer to: <ol style="list-style-type: none"> a) an Internal Revenue Code (IRC) Section 401(k), 403(b) or 457 deferred compensation arrangement; b) an executive non qualified deferred compensation arrangement; or c) a salary reduction arrangement under an IRC Section 125 plan; and 2) [not] including [bonuses, commissions and tips and tokens] overtime pay or expense reimbursements for the same period as above.] 	<p>1,2</p> <p>3</p> <p>4</p> <p>5,6</p>
<p>Module Number</p> <p>2.17.3</p> <p>[Prior Policy]</p>	<p>means the [long term disability insurance] carried by [the Employer] on the day before the [Policy] Effective Date.</p>	<p>1,2</p>
<p>Module Number 2.18</p> <p>Regular Care of a Physician</p>	<p>means that You are being treated by a Physician:</p> <ol style="list-style-type: none"> 1) whose medical training and clinical experience are suitable to treat Your disabling condition; and 2) whose treatment is: <ol style="list-style-type: none"> a) consistent with the diagnosis of the disabling condition; b) according to guidelines established by medical, research, and rehabilitative organizations; and c) administered as often as needed; 	

Section II DEFINITIONS

Module Number 2.19	to achieve the maximum medical improvement.	
Rehabilitative Employment	means employment or service which: <ol style="list-style-type: none"> 1) prepares a Disabled person to resume gainful work; and 2) is approved, in writing, by Us. 	
Module Number 2.20		
Related	means Your spouse or other adult living with You, sibling, parent, step-parent, grandparent, aunt, uncle, niece, nephew, son, daughter, or grandchild [or similar relationship in law].	1
Module Number 2.21		
[Retirement Plan]	means a defined benefit or defined contribution plan that provides benefits for Your retirement and which is not funded wholly by Your contributions. It does not include: <ol style="list-style-type: none"> 1) [a profit sharing plan; 2) thrift, savings or stock ownership plans; 3) a non-qualified deferred compensation plan; or 4) an individual retirement account (IRA), a tax sheltered annuity (TSA), Keogh Plan, 401(k) plan, 403(b) plan or 457 deferred compensation arrangement.] 	1
Module Number 2.22		
Sickness	means a Disability [or loss] which is: <ol style="list-style-type: none"> 1) caused or contributed to by: <ol style="list-style-type: none"> a) any condition, illness, disease or disorder of the body; b) any infection, except a pus-forming infection of an accidental cut or wound [or bacterial infection resulting from an accidental ingestion of a contaminated substance]; c) hernia of any type unless it is the immediate result of an accidental Injury covered by The Policy; or d) [pregnancy;] caused or contributed to by any medical [or surgical] treatment for a condition shown in item 1) above.	1 2 3 4
Module Number 2.23		
Substance Abuse	means the pattern of pathological use of alcohol or other psychoactive drugs and substances characterized by: <ol style="list-style-type: none"> 1) impairments in social and/or occupational functioning; 2) debilitating physical condition; 3) inability to abstain from or reduce consumption of the substance; or 4) the need for daily substance use to maintain adequate functioning. 	
	[Substance includes alcohol and drugs but excludes tobacco and caffeine.]	1
Module Number 2.24		
The Policy	means the policy which We issued to [The Policyholder under the policy number] shown on the face page.	1
Module Number 2.25		
Tips [and Tokens]	means the [weekly average of monetary] tips and tokens You received from [the Employer] [over: <ol style="list-style-type: none"> 1) the [X month] period ending [immediately prior to the date] You became Disabled; or 2) the period of time You worked for [the Employer], if shorter than [the above period/X months.]] 	1,2,3 4,5 6
Module Number 2.26		

Section II DEFINITIONS

Total Disability or Totally Disabled	means that You are prevented by:	
	1) Injury;	
	2) Sickness;	
	3) Mental Illness;	
	4) Substance Abuse; or	
	5) [pregnancy;]	1
	from performing the Essential Duties of Your Occupation,[and as a result, You are earning 20% or less of Your Pre-Disability Earnings.]	2
Module Number 2.27		
Trust	means [the trust fund established by XXX.]	1
Module Number 2.28		
We, Our, or Us	means [the insurance company named on the face page of The Policy.]	1
Module Number 2.29		
[Weekly] Benefit	means a [weekly] sum payable to You while You are Disabled, subject to the terms of The Policy. [Your Benefit will be paid according to the [9] month pay schedule established by Your employment contract in effect immediately prior to the date of Your Disability.]	1, 2 3
Module Number 2.30		
Your Occupation	means Your Occupation as it is recognized in the general workplace. Your Occupation does not mean the specific job You are performing for a specific employer or at a specific location.	
	[If You are a Physician or dentist, Your Occupation means the general or sub-specialty in which You are practicing for which there is a specialty or sub-specialty recognized by the American Board of Medical Specialties. If the sub-specialty in which You are practicing is not recognized by the American Board of Medical Specialties, You will be considered practicing in the general specialty category.]	1
	[If You are an attorney, Your Occupation means the legal specialty or specialties in which You have practiced in the five year period preceding Your becoming Disabled. If You have been in legal practice for less than five years, Your Occupation means the legal specialty or specialties in which You have practiced in the period preceding Your Disability.]	2
Module Number 2.31		
You or Your	means the person to whom this certificate is issued.]	
Module Number 2.32		

Section III

ELIGIBILITY AND ENROLLMENT

Eligible Persons: All persons in the class or classes shown in the Schedule of Insurance will be considered Eligible Persons.
Who is Eligible for Coverage?

Module Number 3.01

Eligibility for

Coverage: *When will I become Eligible?*

You will become eligible for coverage on the later of:

- 1) the [Policy] Effective Date ; [or
- 2) the date on which You complete the Eligibility Waiting Period for Coverage.

1

See the Schedule of Insurance for the Eligibility Waiting Period for Coverage.]

Module Number 3.02

Enrollment: *How do I enroll for coverage?*

[For coverage under Option 1, all eligible Active Employees will be enrolled automatically by the Employer.

1

For coverage under Option 2, You must enroll.] To enroll [for coverage]You must:

2

- 1) complete and sign a group insurance enrollment form which is satisfactory to Us; and
- 2) deliver it to the Employer.

3

[You have the option to enroll by voice recording or electronically. Your Employer will provide instructions.]

4, 5

[If You do not enroll within [31 days] after becoming eligible under The Policy, or if You were eligible to enroll under the Prior Policy and did not do so, and later choose to enroll:]

- 1) You must give Us Evidence of Insurability satisfactory to Us; and
- 2) [You may only enroll:
 - a) during an [Annual Enrollment Period] designated by the Policyholder; or
 - b) within [31 days] of the date You have a Change in Family Status.]

6

7

8

9

[The dates of the [Annual Enrollment Period] are shown in the Schedule of Insurance.]

Module Number 3.03

Evidence of

Insurability: *What is Evidence of Insurability?*

Evidence of Insurability may include, but will not be limited to:

- 1) [a completed and signed application approved by Us;
- 2) a medical examination; and
- 3) any additional information and attending Physicians' statements.]

1

All Evidence of Insurability will be furnished at [Your] expense. We will then determine if You are insurable under The Policy.

2

Module Number 3.04

Change in Family

Status: *What constitutes a Change in Family Status?*

A Change in Family Status means:

- 1) [You get married or You execute a domestic partner affidavit;
- 2) Your child is born or You adopt or become the legal guardian of a child;
- 3) Your spouse dies or You and Your spouse divorce;
- 4) Your child is emancipated or dies;
- 5) Your spouse is no longer employed, which results in a loss of group insurance; or
- 6) You have a change in classification from part-time to full-time or from full-time to part-time.]

1

Module Number 3.05

Section IV PERIOD OF COVERAGE

Effective Date: <i>When does my coverage start?</i>	[If You are not required to contribute toward The Policy's cost,] Your coverage will start:	1
	1) [for benefit amounts not requiring Evidence of Insurability,] on the date You become eligible; or	2
	2) [for benefit amounts requiring Evidence of Insurability, on the date We approve such evidence.]	3
		4
		5,6
	[If You must contribute toward The Policy's cost,] Your coverage will start on the earliest of:	7,8
	1) [the date] You become eligible, [for benefit amounts not requiring Evidence of Insurability,] if You enroll or have enrolled by then;	9
	2) [the date] on which You enroll, [for benefit amounts not requiring Evidence of Insurability,] if You do so within [31 days] after the date You are eligible;	10,11
	3) [[the date] We approve Your Evidence of Insurability, for benefit amounts requiring Evidence of Insurability; or]	12,13
	4) [the first day of the month following the Annual Enrollment Period if You enroll, [for benefit amounts not requiring Evidence of Insurability,] during an Annual Enrollment Period.]	
Module Number 4.01		
Deferred	If You are absent from work due to:	
Effective Date:	1) accidental bodily injury;	
<i>Will my coverage start or an</i>	2) Sickness;	
<i>increase in my</i>	3) Mental Illness;	
<i>coverage take</i>	4) Substance Abuse; or	
<i>effect if I am not</i>	5) [pregnancy;]	1
<i>Actively at Work</i>	on the date Your insurance [or increase in coverage] would otherwise have become effective, Your insurance, [or increase in coverage] will not become effective until You are	2
<i>on the date my coverage is to start or increase?</i>	Actively at Work one full day.	3
Module Number 4.02		

Section IV PERIOD OF COVERAGE

[Changes in Coverage: Can I change my benefit option?	[You may change Your benefit option only: 1) during an Annual Enrollment Period; or 2) within [31 days] of a Change in Family Status. At such time] You may decrease coverage, or increase coverage to a higher option. [An increase in coverage [that is greater than the next higher option from Your current coverage] will be subject to Your submission of an application that meets Our approval.]]	1 2 3 4
Module Number 4.03 [When will a requested change in benefit option take effect?	[If You enroll for a change in benefit option during an Annual Enrollment Period, the change will take effect on the later of: 1) [the first day of the month following the Annual Enrollment Period;] or 2) [the date We approve Your Evidence of Insurability if You are required to submit Evidence of Insurability.]]	5 6 7
	[If You enroll for a change in benefit option within [31 days] following a Change in Family Status, the change will take effect on the later of: 1) the date You enroll for the change; or 2) [the date We approve Your Evidence of Insurability if You are required to submit Evidence of Insurability.]]	8, 9 10
	[Any such increase in coverage is subject to the following provisions: 1) Deferred Effective Date; and 2) Pre-existing Conditions Limitations.]]	11
Module Number 4.03a Do coverage amounts change if there is a change in [my class or] my rate of pay?	Your coverage may increase or decrease on the date there is a change in [Your class or] Pre-disability Earnings. However, no increase in coverage will be effective unless on that date You: 1) are an Active Employee; and 2) are not absent from work due to being Disabled. If You were so absent from work, the effective date of such increase will be deferred until You are Actively at Work for one full day.	12 13
	No change in Your Pre-disability Earnings will become effective until the date We receive notice of the change.	
Module Number 4.03b What happens if the Employer changes the Policy?	Any increase or decrease in coverage because of a change in The Policy will become effective on the date of the change, [subject to the following provisions: 1) the Deferred Effective Date provision; and 2) Pre-existing Conditions Limitations.]	14
Module Number 4.03c		

Section IV PERIOD OF COVERAGE

Continuity From A Prior Policy: <i>Is there continuity of coverage from a Prior Policy?</i>	[If You were: 1) insured under the Prior Policy; and 2) not eligible to receive benefits under the Prior Policy; on the day before the [Policy] Effective Date, the Deferred Effective Date provision will not apply.]	1
Module Number 4.04 <i>Is my coverage under The Policy subject to the Pre-existing Condition Limitation?</i>	[If You become insured under The Policy on the [Policy] Effective Date and were covered under the Prior Policy on the day before the [Policy] Effective Date, the Pre-existing Conditions Limitation will end on the earliest of : 1) the [Policy] Effective Date, if Your coverage for the Disability was not limited by a pre-existing condition restriction under the Prior Policy; or 2) the date the restriction would have ceased to apply had the Prior Policy remained in force, if Your coverage was limited by a pre-existing condition limitation under the Prior Policy.	2
	[The amount of the [Weekly] Benefit payable for a Pre-existing Condition in accordance with the above paragraph will be the lesser of: 1) the [Weekly] Benefit which was paid by the Prior Policy; or 2) the [Weekly] Benefit provided by The Policy.]	3,4 5 6
	The Pre-existing Conditions Limitation will apply after the [Policy] Effective Date to the amount of a benefit increase which results from a change from the Prior Policy to The Policy, a change in benefit options, a change of class or a change in The Policy.]	
Module Number 4.04a <i>Do I have to satisfy an Elimination Period under The Policy if I was Disabled under the Prior Policy?</i>	If You received [weekly] benefits for disability under the Prior Policy, and You returned to work as a [Full-time] Active Employee [before The [Policy] Effective Date], then, if within [6 months] of Your return to work: 1) You have a recurrence of the same disability while covered under The Policy; and 2) there are no benefits available for the recurrence under the Prior Policy; the Elimination Period, which would otherwise apply, will be waived if the recurrence would have been covered without any further elimination period under the Prior Policy.	7 8,9,10

Module Number 4.04b

Section V

TERMINATION PROVISIONS

Termination:
When will my
coverage stop?

- Your coverage will end on the earliest of the following:
- | | |
|--|-----|
| 1) [the date] The Policy terminates; | 1 |
| 2) [[the date] The Policy no longer insures Your class;] | 2,3 |
| 3) [the date] premium payment is due but not paid by the Employer; | 4 |
| 4) [the last day of the period for which You make any required premium contribution;] | 5 |
| 5) [the last day of the month on or next following the month in which Your Employer terminates Your employment;] | 6 |
| 6) [the date] You cease to be a [Full-time] Active Employee in an eligible class for any reason, unless coverage is extended under the Continuation Provisions; or | 7,8 |
| 7) [the date Your Employer ceases to be a Participating Employer]. | 9 |

Module Number 5.01

**Continuation
Provisions:** Can
my insurance be
continued?

Your coverage can be continued by Your Employer beyond a date shown in the Termination provision, if Your Employer provides a plan of continuation which applies to all employees the same way. Continued coverage:

- | | |
|--|---|
| 1) is subject to any reductions in the Policy; | |
| 2) is subject to payment of premium [by the Employer;] and | 1 |
| 3) terminates when the Policy terminates, [coverage for Your class terminates or Your Employer ceases to be a Participating Employer.] | 2 |

In any event, Your benefit level, or the amount of earnings upon which Your benefits may be based, will be that in effect on the day before Your coverage was continued. Coverage may be continued in accordance with the above restrictions and as described below:

[<u>Leave of Absence</u> : If You are on a documented [medical] leave of absence, other than Family or Medical Leave, Your coverage may be continued [until the last day of the month in which] the leave of absence commenced. If the leave terminates prior to the agreed upon date, this continuation will cease immediately.]	3,4 5
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[<u>Lay-off</u> : If You are temporarily laid off by the Employer due to lack of work, Your coverage may be continued [until the last day of the month in which] the lay-off commenced. If the lay-off becomes permanent, this continuation will cease immediately.]	6,7
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[<u>Family Medical Leave</u> : If You are granted a leave of absence, in writing, according to the Family and Medical Leave Act of 1993, or other applicable state or local law, Your coverage may be continued for up to [12 weeks, or longer if required by other applicable law,] following the date Your leave commenced. If the leave terminates prior to the agreed upon date, this continuation will cease immediately.]	8 9
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[<u>General Work Stoppage</u> (including a strike or lockout): If Your employment terminates due to a cessation of active work as the result of a general work stoppage (including a strike or lockout), Your coverage shall be continued during the work stoppage [until the last day of the month in which] the coverage terminated. If the work stoppage ends, this continuation will cease immediately.]	10 11 12,13 14
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[<u>Sabbatical</u> : If You are on a documented [paid] sabbatical, Your coverage may be continued [until the last day of the month in which] the sabbatical commenced. If the sabbatical terminates prior to the agreed upon date, this continuation will cease immediately.]	15 16 17
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[Military Leave of Absence: If You enter active military service and are granted a military leave of absence in writing, Your coverage may be continued for up to [8 weeks]. [If the leave ends prior to the agreed upon date, this continuation will cease immediately.]]

Module Number 5.02

Section V

TERMINATION PROVISIONS

Coverage while Disabled: <i>Does my insurance continue while I am Disabled and no longer an Active Employee?</i>	[If You are Disabled and You cease to be an Active Employee, Your insurance will be continued:	1
	<ol style="list-style-type: none"> 1) while You remain Disabled; and 2) until the end of the period for which You are entitled to receive [short term] Disability Benefits provided premiums for Your coverage continue to be paid. 	2
	After [short term] Disability benefit payments have ceased, Your insurance will be reinstated, provided:	3
	<ol style="list-style-type: none"> 1) You return to work for one full day as a [Full-time] Active Employee in an eligible class; 2) The Policy remains in force; and 3) the premiums for You were paid during Your Disability, and continue to be paid.] 	
Module Number 5.03 Extension of Benefits for Disability: <i>Do my benefits continue if the Policy terminates?</i>	If You are entitled to benefits while Disabled and The Policy terminates, benefits: <ol style="list-style-type: none"> 1) will continue as long as You remain Disabled by the same Disability; but 2) will not be provided beyond the date We would have ceased to pay benefits had the insurance remained in force. Termination of The Policy for any reason will have no effect on Our liability under this provision.	

Module Number 5.04

Section VI BENEFITS

Disability Benefit: <i>When do I qualify for Disability Benefits?</i>	<p>If, while covered under this Benefit, You:</p> <ol style="list-style-type: none"> 1) become Totally Disabled; 2) remain Totally Disabled; and 3) submit Proof of Loss to Us; <p>We will pay the Weekly Benefit.</p> <p>[The amount of any Weekly Benefit payable will be reduced by:</p> <ol style="list-style-type: none"> 1) the total amount of all Other Income Benefits, including any amount for which You could collect but did not apply; and 2) any income received from [the Employer] for the period You are Totally Disabled.] 	1 2
Module Number 6.01 [Minimum Weekly Benefit: <i>Is there a Minimum Weekly Benefit?</i>	Your Weekly Benefit will not be less than the Minimum Weekly Benefit shown in the Schedule of Insurance.]	1
Module Number 6.02 Partial Week Payment: <i>How is a benefit calculated for a period of less than a week?</i>	If a Weekly Benefit is payable for less than a week, We will pay [1/7] of the Weekly Benefit for each day You were Disabled.	1
Module Number 6.03 Recurrent Disability: <i>What happens to my benefits if I return to work as an Active Employee and then become Disabled again?</i>	<p>When Your return to work as an Active Employee is followed by a Disability, and such Disability is:</p> <ol style="list-style-type: none"> 1) due to the same cause; or 2) due to a related cause; and 3) within [14] consecutive [calendar] days of the return to work; <p>the Period of Disability prior to Your return to work and the recurrent Disability will be considered one Period of Disability, provided The Policy remains in force.</p> <p>If You return to work as an Active Employee for [14] consecutive days or more, any recurrence of a Disability will be treated as a new Disability.</p> <p>Period of Disability means a continuous length of time during which You are Disabled under The Policy.</p>	1, 2 3
Module Number 6.04 Multiple Causes: <i>How long will benefits be paid if a period of Disability is extended by another cause?</i>	<p>If a period of Disability is extended by a new cause while Weekly Benefits are payable, Weekly Benefits will continue while You remain Disabled, subject to the following:</p> <ol style="list-style-type: none"> 1) Weekly Benefits will not continue beyond the end of the original Maximum Duration of Benefits; and 2) any Exclusions [and Pre-existing Conditions Limitations] will apply to the new cause of Disability. 	1
Module Number 6.05 Termination of Benefit Payment: <i>When will my benefit payments end?</i>	<p>Benefit payments will stop on the earliest of:</p> <ol style="list-style-type: none"> 1) the date You are no longer Disabled; 2) the date You fail to furnish Proof of Loss; 3) [the date You are no longer under the Regular Care of a Physician, [unless qualified medical professionals have determined that further medical care and treatment would be of no benefit to You;]] 4) [the date You refuse Our request that You submit to an examination by a Physician or other qualified medical professional;] 	1,2 3

Section VI BENEFITS

- | | |
|--|-------|
| 5) the date of Your death; | 4 |
| 6) [the date You refuse to receive recommended treatment that is generally acknowledged by Physicians to cure, correct or limit the disabling condition;] | 4 |
| 7) [the last day benefits are payable according to the Maximum Duration of Benefits;] | 5 |
| 8) [the date Your Current Monthly/Weekly Earnings are equal to or greater than [80 %] of Your [Indexed] Pre-disability Earnings if You are receiving benefits for being Disabled from Your Occupation;] or | 6,7,8 |
| 9) the date no further benefits are payable under any provision in The Policy that limits benefit duration;] or | 9, 10 |
| 10) [the date You refuse to participate in a Rehabilitation program, [or refuse to cooperate with or try: | 11 |
| a) modifications made to the work site or job process to accommodate Your identified medical limitations to enable You to perform the Essential Duties of Your Occupation [or a Reasonable Alternative;] | 12 |
| b) adaptive equipment or devices designed to accommodate Your identified medical limitations to enable You to perform the Essential Duties of Your Occupation [or a Reasonable Alternative;]] or | 13 |
| 11) [the date You receive retirement benefits from any employer's Retirement plan, unless: | |
| a) You were receiving them prior to becoming Disabled; or | |
| b) You immediately transfer the payment to another plan qualified by the United States Internal Revenue Service for the funding of a future retirement.] | |

Module Number 6.06

Disabled and Working

Benefits: *How are benefits paid when I am Disabled and Working?*

If, while covered under this benefit, You are Disabled and Working, as defined, [We will use the following calculation to determine Your [or Your Spouse's] [Weekly/Monthly] Benefit:

$$[\text{Weekly/Monthly}] \text{ Benefit} = \frac{(A - B) \times C}{A}$$

Where

A = Your Pre-disability [Weekly/Monthly] Earnings.

B = Your Current [Weekly/Monthly] Earnings.

C = The [Weekly/Monthly Benefit] payable if You were Totally Disabled.]

If You are participating in a program of Rehabilitative Employment approved by Us, We will determine Your [Weekly/Monthly Benefit] by the Rehabilitative Employment Benefit.

[Days which You are Disabled and Working may be used to satisfy the Benefits Commence Period.]

Module Number 6.07.1

Disabled and Working

Benefits: *How are benefits paid when I am Disabled and Working?*

If, while covered under this benefit, You are Disabled and Working, as defined, [the Weekly/Monthly Benefit] otherwise payable for Total Disability will be reduced by [%] of Your Current [Weekly/Monthly] Earnings. Your [Weekly/Monthly Benefit], however, will not be less [than the Minimum Weekly/Monthly Benefit.]

If You are participating in a program of Rehabilitative Employment approved by Us, We will determine Your [Weekly/Monthly Benefit] by the Rehabilitative Employment Benefit.

[Days which You are Disabled and Working may be used to satisfy the Benefits Commence Period.]

Module Number 6.07.2

Disabled and Working

Benefits: *How are benefits paid when I am Disabled and Working?*

If, while covered under this benefit, You are Disabled and Working, as defined, [and payments under the Total Disability benefit under The Policy have begun, the following calculation will be used to determine Your [Weekly/Monthly Benefit]:

- 1) multiply Your Pre-Disability Earnings by the Benefit Percentage; and
- 2) compare the result with the Maximum Benefit; and

Section VI BENEFITS

Working?

- 3) from the lesser amount deduct Other Income Benefits.

Current Weekly/Monthly Earnings will not be used to reduce Your [Weekly/Monthly] Benefit. However, if the sum of Your Weekly/Monthly Benefit and Your Current [Weekly/Monthly] Earnings exceeds [80% of] Your Pre-Disability Earnings, We will reduce Your [Weekly/Monthly] Benefit by the amount of the excess.]

2

If You are participating in a program of Rehabilitative Employment approved by us, We will determine Your [Weekly/Monthly Benefit] by the Rehabilitative Employment Benefit.

3

[Days which You are Disabled and Working may be used to satisfy the Benefits Commence/Elimination Period.]

Module Number 6.07.3

Rehabilitative Employment

Benefit: What happens to my benefits if I accept Rehabilitative Employment?

If, while You are Totally Disabled [or Disabled and Working], You accept Rehabilitative Employment, We will continue to pay a [Weekly/Monthly] Benefit.

1

The [Weekly/Monthly] Benefit We will pay will be equal to Your Total Disability [Weekly/Monthly] Benefit, less 50% of any income received from the Rehabilitative Employment.

The sum of the [Weekly/Monthly] Benefit and total income received from Rehabilitative Employment may not exceed [100%] of Your Pre-disability Earnings. If this sum exceeds the Pre-disability Earnings, the [Weekly/Monthly] Benefit paid by Us will be reduced by the excess amount.

2

We reserve the right to review any Rehabilitative Employment You participate in while benefits are being paid under The Policy.

If You remain Totally Disabled [or Disabled and Working] after a period of Rehabilitative Employment, You may continue to receive benefits under the Total Disability Benefit [or Disabled and Working], subject to the Maximum Payment Period for such benefit.

Module Number 6.08

Cost-Of-Living

Adjustment: How do my benefits keep pace with inflation?

We [will] adjust Your Weekly Benefit for increases in the cost-of-living if:

1

- 1) You have been Disabled for [12 consecutive months]; and

2

- 2) [You are receiving benefits;] [and

3

- 3) Your Current Weekly Earnings are less than or equal to 20% of Your Pre-disability Earnings;]

4

when the Cost-of-Living Adjustment is made. We make the Cost-of-Living Adjustment [each year on January 1st.]

5

What is the Cost-of-Living Adjustment formula?

We apply the Cost-of-Living Adjustment formula by:

- 1) determining the lesser of:

6

- a) [%]; or

7

- b) [1/2] the percentage change in the Consumer Price Index;

- 2) multiplying the resulting percentage (%) times the Weekly Benefit for Disability being received; and

- 3) adding the resulting amount to Your Weekly Benefit.

You will not receive a Cost-of-Living Adjustment after:

8

- 1) You cease to be Disabled; [or

9

- 2) You have received [5] adjustments;] or

- 3) The Policy terminates.

When will the Cost-of-Living Adjustments end?

Consumer Price Index (CPI-W) means the index for Urban Wage Earners and Clerical Workers published by the United States Department of Labor. It measures on a periodic (usually monthly) basis the change in the cost of typical urban wage earners' and clerical

Section VI BENEFITS

workers' purchase of certain goods and services. If the index is discontinued or changed, We may use another nationally published index that is [comparable to the CPI-W / approved by the Insurance Commissioner of the state in which the Policy is delivered].

10

For the purposes of this benefit, the percentage change in the CPI-W means the difference between the current year's CPI-W as of July 31, and the prior year's CPI-W as of July 31, divided by the prior year's CPI-W.

Module Number 6.09

Cafeteria Plan Election Restriction

The Policy is a part of a Cafeteria Plan sponsored by Your employer and governed by the requirements of Section 125 of the Internal Revenue Code. The rules of the Cafeteria Plan will supersede any provisions of the Policy which are in conflict with them.

Cafeteria Plans are subject to the following restriction:

The benefits You elect during the enrollment period will remain in effect until the next enrollment period.

Section 125 allows exception to this rule only in specified situations, including Change in Family Status and commencement or termination of employment.

Module Number 6.10

Section VII

EXCLUSIONS AND LIMITATIONS

Exclusions: <i>What Disabilities are not covered?</i>	[The Policy does not cover, and We will not pay a benefit for any Disability:	1
	1) unless You are under the Regular Care of a Physician;	
	2) that is caused [or contributed to by] war or act of war (declared or not);	2
	3) caused by Your commission of or attempt to commit a felony;	
	4) caused or contributed to by Your being engaged in an illegal occupation;	
	5) caused [or contributed to by] an intentionally self-inflicted [Injury];	3,4
	6) unless it is the result of a work-related [Injury or Sickness] sustained in the course of performing tasks for the Employer;	5
	7) for which Workers' Compensation benefits are paid, or may be paid, if duly claimed; or	
	8) sustained as a result of doing any work for pay or profit for [any/another] employer, including self-employment.	
	 If You are receiving or are eligible for benefits for a Disability under a prior disability plan that:	
	1) was sponsored by the Employer; and	
	2) was terminated before the Effective Date of The Policy,	
	no benefits will be payable for the Disability under The Policy.]	
Module Number 7.01		
Pre-Existing Condition	[We will not pay any benefit, or any increase in benefits, under The Policy for any Disability that results from, or is caused or contributed to by, a Pre-existing Condition,]	1
Limitation: <i>Are benefits limited for Pre-existing Conditions?</i>	[unless, at the time You become Disabled:	2
	1) [You have not received Medical Care for the condition for [365] consecutive day(s)] while insured under The Policy; or]	3
	2) You have been continuously insured under The Policy for [365] consecutive day(s)].	4,5
	 Pre-existing Condition means:	6
	1) any [accidental bodily injury, sickness,] Mental Illness, pregnancy, or episode of Substance Abuse; or	
	2) any manifestations, symptoms, findings, or aggravations related to or resulting from such [accidental bodily injury, sickness,] Mental Illness, pregnancy, or Substance Abuse;	7
	for which You received Medical Care during the [180] day period that ends the day before:	8
	1) Your effective date of coverage; or	
	2) the effective date of a Change in Coverage.	
	 Medical Care is received when a physician or other health care provider:	
	1) is consulted or gives medical advice; or	
	2) recommends, prescribes, or provides Treatment.	
	 Treatment includes but is not limited to:	
	1) medical examinations, tests, attendance or observation; and	
	2) use of drugs, medicines, medical services, supplies or equipment.	

Module Number 7.02

<p>Notice of Claim: <i>When should I notify the Company of a claim?</i></p>	<p>You must give Us, [or Our representative,] [written] notice of a claim within [30 days] after Disability [or loss] occurs. If You cannot give notice within that time, You must give it to Us as soon as reasonably possible. Such notice must include Your name, Your address and the Policy Number.</p>	<p>1,2,3</p>
<p>Module Number 8.01</p> <p>Claim Forms: <i>Are special forms required to file a claim?</i></p>	<p>[If You are Disabled and become eligible for the Activities of Daily Living Benefit, You must file a separate Notice of Claim within [30 days] of becoming eligible.]</p> <p>We [or Our representative] will send forms to You to provide Proof of Loss, within [15 days] of receiving a Notice of Claim. If We do not send the forms within [15 days], You may submit any other [written] proof which fully describes the nature and extent of Your claim.</p> <p>[Proof of loss is typically provided by telephone; however, if forms are required, they will be sent to You for providing Proof of Loss within 15 days after We receive a notice of claim.]</p>	<p>4</p> <p>5</p> <p>1, 2</p> <p>3,4</p> <p>5</p>
<p>Module Number 8.02</p> <p>Proof of Loss: <i>What is Proof of Loss?</i></p>	<p>[Proof of Loss may include but is not limited to the following:</p> <ol style="list-style-type: none"> 1) documentation of: <ol style="list-style-type: none"> a) the date Your Disability began; b) the cause of Your Disability; c) the prognosis of Your Disability; d) Your Pre-disability Earnings, Current [Monthly/Weekly] Earnings or any income, including but not limited to copies of Your filed and signed federal and state tax returns; and e) evidence that You are under the Regular Care of a Physician; 2) any and all medical information, including x-ray films and photocopies of medical records, including histories, physical, mental or diagnostic examinations and treatment notes; 3) the names and addresses of all: <ol style="list-style-type: none"> a) Physicians or other qualified medical professionals You have consulted; b) hospitals or other medical facilities in which You have been treated; and c) pharmacies which have filled Your prescriptions within the past three years; 4) Your signed authorization for Us to obtain and release: <ol style="list-style-type: none"> a) medical, employment and financial information; and b) any other information We may reasonably require; 5) Your signed statement identifying all Other Income Benefits; and 6) proof that You and Your dependents have applied for all Other Income Benefits which are available. <p>You will not be required to claim any retirement benefits which You may only get on a reduced basis.] All proof submitted must be satisfactory to Us.</p>	<p>1</p>
<p>Module Number 8.03</p> <p>Additional Proof of Loss: <i>What additional proof of loss is the Company entitled to?</i></p>	<p>To assist Us in determining if You are Disabled, or to determine if You meet any other term or condition of The Policy, We have the right to require You to:</p> <ol style="list-style-type: none"> 1) meet and interview with our representative; and 2) be examined by a Physician, vocational expert, functional expert, or other medical or vocational professional of Our choice. <p>Any such interview, meeting or examination will be:</p> <ol style="list-style-type: none"> 1) at Our expense; and 2) as reasonably required by us. <p>Your Additional Proof of Loss must be satisfactory to Us. Unless We determine You have a valid reason for refusal, We may deny, suspend or terminate Your benefits if You refuse to be examined or meet to be interviewed by Our representative.</p>	

Section VIII GENERAL PROVISIONS

Sending Proof of Loss: <i>When must proof of Loss be given?</i>	Written Proof of Loss must be sent to Us within [90 days] after the start of the period for which We are liable for payment. If proof is not given by the time it is due, it will not affect the claim if:	1
	1) it was not possible to give proof within the required time; and	
	2) proof is given as soon as possible; but	2
	3) not later than [1 year] after it is due, unless You are not legally competent.	
	We may request Proof of Loss throughout Your Disability. In such cases, We must receive the proof within [30 days] of the request.	3
Module Number 8.05 Claim Payment: <i>When are benefit payments issued?</i>	When We determine that You;	
	1) are Disabled; and	
	2) eligible to receive benefits;	
	We will pay accrued benefits at the end of each month that You are Disabled. We may, at Our option, make an advance benefit payment based on Our estimated duration of Your Disability. If any payment is due after a claim is terminated, it will be paid [as soon as] Proof of Loss satisfactory to Us is received.	1
	Benefits are not payable for any period during which You are confined to a penal or correctional institution if the period of confinement exceeds 30 days.	
Module Number 8.06 Claims to be Paid: <i>To whom will benefits for my claim be paid?</i>	All payments are payable to You. Any payments owed at Your death may be paid to Your estate. If any payment is owed to:	
	1) Your estate;	
	2) a person who is a minor; or	
	3) a person who is not legally competent;	
	then We may pay up to [\$1,000] to a person who is Related to You and who, at Our sole discretion, is entitled to it. Any such payment shall fulfill Our responsibility for the amount paid.	1
Module Number 8.07 Claim Denial: <i>What notification will I receive if my claim is denied</i>	If a claim for benefits is wholly or partly denied, You will be furnished with written notification of the decision. This written notification will:	
	1) give the specific reason(s) for the denial;	
	2) make specific reference to the Policy provisions on which the denial is based;	
	3) provide a description of any additional information necessary to perfect a claim and an explanation of why it is necessary; and	
	4) provide an explanation of the review procedure.	
Module Number 8.08 Claim Appeal: <i>What recourse do I have if my claim is denied?</i>	On any claim, You or Your representative may appeal to Us for a full and fair review. To do so:	
	1) You must request a review upon written application within:	1
	a) [180 days] of receipt of claim denial if the claim requires Us to make a determination of disability; or	
	b) [60 days] of receipt of claim denial if the claim does not require Us to make a determination of disability; and	2
	2) You may request copies of all documents, records, and other information relevant to Your claim; and	
	3) You may submit written comments, documents, records and other information relating to Your claim.	
	We will respond to You in writing with Our final decision on the claim.	
Module Number 8.09		

Section VIII

GENERAL PROVISIONS

[Social Security:
*When must I
apply for Social
Security Benefits?*

You must apply for Social Security disability benefits when the length of Your Disability meets the minimum duration required to apply for such benefits. You must apply within [45 days] from the date of Our request. If the Social Security Administration denies Your eligibility for benefits, You will be required:

1

- 1) to follow the process established by the Social Security Administration to reconsider the denial; and
- 2) if denied again, to request a hearing before an Administrative Law Judge of the Office of Hearing and Appeals.]

Module Number 8.10

Benefit

Estimates: *How
does the
Company
estimate Disability
benefits under the
United States
Social Security
Act?*

We reserve the right to reduce Your [Monthly/Weekly] Benefit by estimating the Social Security disability benefits You [or Your spouse and children] may be eligible to receive.

When We determine that You [or Your Dependent] may be eligible for benefits, We may estimate the amount of these benefits. We may reduce Your [Monthly/Weekly] Benefit by the estimated amount.

Your [Monthly/Weekly] Benefit will not be reduced by estimated Social Security disability benefits if:

- 1) You apply for Social Security disability benefits and pursue all required appeals in accordance with the Social Security provision; and
- 2) You have signed a form authorizing the Social Security Administration to release information about awards directly to Us; and
- 3) You have signed and returned Our reimbursement agreement, which confirms that You agree to repay all overpayments.

If We have reduced Your [Monthly/Weekly] Benefit by an estimated amount and:

- 1) You [or Your Dependent] are later awarded Social Security disability benefits, We will adjust Your [Monthly/Weekly] Benefit when We receive proof of the amount awarded, and determine if it was higher or lower than Our estimate; or
- 2) Your application for Social Security disability benefits has been denied, We will adjust Your [Monthly/Weekly] Benefit when You provide Us proof of final denial from which You cannot appeal from an Administrative Law Judge of the Office of Hearing and Appeals.

If Your Social Security benefits were lower than we estimated, and We owe You a refund, We will make such refund in a lump sum. If Your Social Security Benefits were higher than we estimated, and If Your [Monthly/Weekly] Benefit has been overpaid, You must make a lump sum refund to Us equal to all overpayments, in accordance with the Overpayment Recovery provision .

Module Number 8.11

Overpayment:
*When does an
overpayment
occur?*

An overpayment occurs:

- 1) when We determine that the total amount We have paid in benefits is more than the amount that was due to You under the Policy; or
- 2) when payment is made by Us that should have been made under another group policy.

This includes, but is not limited to, overpayments resulting from:

1

- 1) [retroactive awards received from sources listed in the Other Income Benefits definition;
- 2) failure to report, or late notification to Us of any Other Income Benefit(s) or earned income;
- 3) misstatement;
- 4) fraud; or
- 5) any error We may make.]

Module Number 8.12

Section VIII GENERAL PROVISIONS

Overpayment

Recovery: *How does the Company exercise the right to recover overpayments?*

We have the right to recover from You any amount that We determine to be an overpayment. You have the obligation to refund to Us any such amount. Our rights and Your obligations in this regard may also be set forth in the reimbursement agreement You will be required to sign when You become eligible for benefits under this Policy.

If benefits are overpaid on any claim, You must reimburse Us within [30 days.]

1

If reimbursement is not made in a timely manner, We have the right to:

1) recover such overpayments from:

- a) [You;
- b) any other organization;
- c) any other insurance company;
- d) any other person to or for whom payment was made; and
- e) Your estate.]

2

2) reduce or offset against any future benefits payable to You or Your survivors, [including the Minimum [Monthly/Weekly] Benefit,] until full reimbursement is made. Payments may continue when the overpayment has been recovered;

3

3) refer Your unpaid balance to a collection agency; and

pursue and enforce all legal and equitable rights in court.

Module Number 8.13

Subrogation:

What are the Company's subrogation rights?

If You:

- 1) suffer a Disability because of the act or omission of a Third Party;
- 2) become entitled to and are paid benefits under The Policy in compensation for lost wages; and
- 3) do not initiate legal action for the recovery of such benefits from the Third Party in a reasonable period of time;

then We will be subrogated to any rights You may have against the Third Party and may, at Our option, bring legal action against the Third Party to recover any payments made by Us in connection with the Disability.

[Third Party as used in this provision, means any person or legal entity whose act or omission, in full or in part, causes You to suffer a Disability for which benefits are paid or payable under the Policy.]

1

Module Number 8.14

Reimbursement:

What are the Company's Reimbursement Rights?

We have the right to request to be reimbursed for any benefit payments made or required to be made under the Policy for a Disability for which You recover payment from a Third Party.

If You recover payment from a Third Party as:

- 1) a legal judgment;
- 2) an arbitration award; or
- 3) a settlement or otherwise;

You must reimburse Us for the lesser of:

- 1) the amount of payment made or required to be made by Us; or
- 2) the amount recovered from the Third Party less any reasonable legal fees associated with the recovery.

Module Number 8.15

Legal Actions:

When can legal action be taken against Us?

Legal action cannot be taken against Us:

- 1) sooner than [60 days] after the date proof of loss is given; or
- 2) [3] years after the date [Written] Proof of Loss is required to be given according to the terms of The Policy.

1

2,3

Module Number 8.16

Section VIII

GENERAL PROVISIONS

Insurance

Fraud: *How does the Company deal with fraud?*

Insurance Fraud occurs when You [and/or Your Employer] provide Us with false information or files a claim for benefits that contains any false, incomplete or misleading information with the intent to injure, defraud or deceive Us. It is a crime if You [and/or Your Employer] commit Insurance Fraud. We will use all means available to Us to detect, investigate, deter and prosecute those who commit Insurance Fraud. We will pursue all available legal remedies if You [and/or Your Employer] perpetrate Insurance Fraud.

1
2
3

Module Number 8.17

Misstatements:
What happens if facts are misstated?

If material facts about You were not stated accurately:

- 1) Your premium may be adjusted; and
- 2) the true facts will be used to determine if, and for what amount, coverage should have been in force.

[No statement made by You relating to Your insurability will be used to contest the insurance for which the statement was made after the insurance has been in force for two years during Your lifetime. In order to be used, the statement must be in writing and signed by You.]

1

Module Number 8.18

Policy

Interpretation:
Who interprets the terms and conditions of The Policy?

We have full discretion and authority to determine eligibility for benefits and to construe and interpret all terms and provisions of The Policy. This provision applies where the interpretation of The Policy is governed by the Employee Retirement Income Security Act of 1974, as amended (ERISA).

Module Number 8.19



IN CASE OF CONSUMER COMPLAINTS CONCERNING OR CONNECTED TO THIS POLICY, PLEASE CONTACT YOUR AGENT OR BROKER FOR ASSISTANCE, OR CONTACT:

UNITED HERITAGE LIFE INSURANCE COMPANY

P.O. BOX 7777

MERIDIAN, IDAHO 83680-7777

(208)-493-6100

(800) 657-6351

IF DISCUSSIONS WITH THE INSURER, OR ITS AGENT OR OTHER REPRESENTATIVE, OR BOTH, HAVE FAILED TO PRODUCE A SATISFACTORY RESOLUTION TO THE PROBLEM, YOU MAY CONTACT:

ARKANSAS INSURANCE DEPARTMENT

CONSUMER SERVICES DIVISION

1200 WEST THIRD STREET

LITTLE ROCK, AR 72201-1904

TELEPHONE NUMBER: 1-800-852-5494 OR 1-501-371-2540



UNITED HERITAGE LIFE INSURANCE COMPANY
707 E United Heritage Ct, Meridian, Idaho 83642-3527
P.O. Box 7777 - Meridian, Idaho 83680-7777
1-800-657-6351

CERTIFICATE OF INSURANCE

[Policyholder: ABC Policyholder]
[Policy Number: XXX-XXXXXXX]
[Policy Effective Date: DATE]
[Policy Anniversary Date: DATE]

1

[Participating Entity]
[Account Number: XXXXXXXX]

We have issued The Policy to the Policyholder. Our name, the Policyholder's name and The Policy Number are shown above. The provisions of The Policy, which are important to You, are summarized in this certificate consisting of this form and any additional forms which have been made a part of this certificate. This certificate replaces any other certificate We may have given to You earlier under The Policy. The Policy alone is the only contract under which payment will be made. Any difference between The Policy and this certificate will be settled according to the provisions of The Policy on file with Us at Our home office. The Policy may be inspected at the office of the Policyholder.

Signed for the Company

Marjorie A. Hopkins

Marjorie A. Hopkins, Secretary

Dennis L. Johnson

Dennis L. Johnson, President

2

Some terms and provisions contained in this Group Certificate may not apply to your policy. If you have questions regarding your benefits, see the Schedule of Insurance page or contact your Human Resources office or your Plan Administrator.

A note on capitalization in this certificate:

Capitalization of a term, not normally capitalized according to the rules of standard punctuation, indicates a word or phrase that is a defined term in The Policy or refers to a specific provision contained herein.

Table of Contents

[Section I	Schedule of Insurance	1
Section II	Definitions	
Section III	Eligibility and Enrollment	
Section IV	Period of Coverage	
Section V	Termination Provisions	
Section VI	Benefits	
Section VII	Exclusions and Limitations	
Section VIII	General Provisions]	

Section I

SCHEDULE OF INSURANCE

1

[The Policy of long term Disability insurance provides You with long term income protection if You become Disabled from a covered injury, Sickness or pregnancy. **Please refer to Your group enrollment form to see the Option that applies to You.**

The benefits described herein are those in effect as of DATE.

Cost of coverage:

Option 1 - You do not contribute toward the cost of coverage under Option 1.

Option 2 - You must contribute toward the cost of coverage under Option 2.

Module Number 1.01

Eligible Class(es) for Coverage: All Full-time and Part-time Active Employees who are citizens or legal residents of the United States, its territories and protectorates; excluding temporary, leased or seasonal employees.

Full-time Employment: at least # hours weekly

Part-time Employment: at least # hours weekly, but less than # hours weekly

Module Number 1.02

Annual Enrollment Period: MONTH & DAY through MONTH & DAY.

Module Number 1.03

Maximum Monthly Benefit: \$XXXXXXX

Module Number 1.04

Guaranteed Issue Amount: \$XXXXXXX

Module Number 1.05

Minimum Monthly Benefit: the greater of:

1) \$ # ; or

2) # % of the benefit based on Monthly Income Loss before the deduction of Other Income Benefits.

[In no event will the Minimum Monthly Benefit be less than \$50.00.]

Module Number 1.06-

AR

Initial Benefit Period Percentage:

Option 1: #%

Option 2: #%

Module Number 1.07

Continuing Benefit Period Percentage:

Option 1: #% of Pre-disability Earnings

Option 2: #% of Pre-disability Earnings

Module Number 1.08

Eligibility Waiting Period for Coverage:

Option 1: X days/weeks/months of continuous service

Option 2: X days/weeks/months of continuous service

You will be eligible for coverage on the first day of the month on or next following the date on which You complete the Eligibility Waiting Period for Coverage.

The Eligibility Waiting Period for Coverage will be reduced by the period of time You were a Full-time or Part-time Active Employee with the Employer in an eligible class under the Prior Policy.

Module Number 1.09

Elimination Period:

Option 1: X day(s)

Option 2: X day(s)

Module Number 1.10

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Section I

SCHEDULE OF INSURANCE

Maximum Duration of Benefits Table

Age When Disabled	Benefits Payable
Prior to Age 62	To Age 65, or for 48 months, if greater
Age 62	48 months
Age 63	42 months
Age 64	36 months
Age 65	30 months
Age 66	27 months
Age 67	24 months
Age 68	21 months
Age 69 and over	18 months]

Module Number 1.11

[Disclosure of Fees:

We may reduce or adjust premiums, rates, fees and/or other expenses for programs under The Policy.

[Disclosure of Services:

In addition to the insurance coverage, We may offer noninsurance benefits and services to [Active [Employees]].

[Disclosure of Payment to [the Policyholder]

We [have agreed to] make payment to [the Policyholder] for reimbursement of cost(s) associated with [:

- 1) audit;
- 2) marketing communication services; and
- 3) [other] administrative expenses.]]

Module Number 1.12

Section II DEFINITIONS

[Actively at Work]	means at work with [the Employer] on a day that is one of [the Employer's] scheduled workdays. On that day, You must be performing for wage or profit all of the regular duties of Your Occupation:	
	1) in the usual way; and 2) for [Your usual number of hours.]	1
	[We will consider You Actively at Work on a day that is not a scheduled work day only if You were Actively at Work on the preceding scheduled work day.]	2
Module Number 2.01		
Active [Employee]	means [an employee who works for the Employer on a regular basis in the usual course of the Employer's business. This must be at least the number of hours shown in the Schedule of Insurance.]	1
Module Number 2.02		
Any Occupation	means any occupation for which You are qualified by education, training or experience, [and that has an earnings potential greater than the lesser of:	1
	1) [the product of Your Indexed Pre-disability Earnings and the [Initial] Benefit Period Percentage]; or	2,3
	2) [the Maximum Monthly Benefit.]]	4
Module Number 2.03		
Bonuses	means the [monthly average of monetary] bonuses You received from [the Employer] [over:	1,2 3,4
	1) the [X month] period ending [immediately prior to the date] You became Disabled; or	5
	2) the period of time You worked for [the Employer,] if shorter than [the above period/X months.]]	
Module Number 2.04		
Commissions	means the [monthly average of monetary] commissions You received from [the Employer] [over:	1,2 3,4
	1) the [X month] period ending [immediately prior to the date] You became Disabled; or	5
	2) the period of time You worked for [the Employer], if shorter than [the above period/X months.]]	
Module Number 2.05		
[Current Monthly Earnings]	means [Monthly] earnings You receive from:	1
	1) [the Employer; and 2) other employment;]	
	while You are Disabled.	
	[However, if the other employment is a job You held in addition to Your job with the Employer, then during any period that You are entitled to benefits for being Disabled from Your Occupation, only the portion of Your earnings that exceed Your average earnings from the other employer over the [6 month] period just before You became Disabled will count as Current [Monthly] Earnings.]	2 3
	[Current [Monthly] Earnings also includes the pay You could have received for another job or a modified job if:	4
	1) such job was offered to You by the Employer, or another employer, and You refused the offer; and	
	2) the requirements of the position were consistent with: a) Your education, training and experience; and b) Your capabilities as medically substantiated by Your Physician.]	

Module Number 2.06

Section II DEFINITIONS

Disability or Disabled

means You are prevented from performing one or more of the Essential Duties of Any Occupation as a result of:

- 1) accidental bodily injury;
- 2) Sickness;
- 3) Mental Illness;
- 4) Substance Abuse; or
- 5) pregnancy.]

Module Number 2.07.1

Disability or Disabled

means You are prevented from performing one or more of the Essential Duties of:

- 1) Your Occupation [or a Reasonable Alternative Job offered to You by the Employer,] during the Elimination Period; and 1
- 2) Your Occupation [or a Reasonable Alternative Job offered to You by the Employer,] following the Elimination Period, and as a result Your Current Monthly Earnings are [less than 80%] of Your [Indexed] Pre-disability Earnings. 2 3 4

If at the end of the Elimination Period, You are prevented from performing one or more of the Essential Duties of Your Occupation, [or a Reasonable Alternative Job offered to You by the Employer,] but Your Current Monthly Earnings are [equal to or greater than 80%] of Your Pre-disability Earnings, Your Elimination Period will be extended for a total period of [12 months] from the original date of Disability, or until such time as Your Current Monthly Earnings are [less than 80%] of Your Pre-disability Earnings, whichever occurs first. [For the purposes of extending Your Elimination Period, Your Current Monthly Earnings will not include the pay You could have received for another job or a modified job if such job was offered to You by the Employer, or another employer, and You refused the offer.] 5 6 7 8 9

Your Disability must result from:

- 1) accidental bodily injury;
- 2) Sickness;
- 3) Mental Illness;
- 4) Substance Abuse; or
- 5) pregnancy.

[Your failure to pass a physical examination required to maintain a license to perform the duties of Your occupation, [or a Reasonable Alternative Job offered to You by the Employer,] alone, does not mean that You are Disabled.] 10 11

[Reasonable Alternative Job] means a job with the Employer, within the same general location, the Essential Duties of which You are able to perform, and which considers Your prior education, training or experience, and with a rate of pay [equal to or greater than 80%] of Your [Indexed] Pre-disability Earnings.] 12 13,14

Module Number 2.07.2

Disability or Disabled

means You are prevented from performing one or more of the Essential Duties of:

- 1) Your Occupation during the Elimination Period;
- 2) Your Occupation, for the [24 months] following the Elimination Period, and as a result Your Current Monthly Earnings are [less than 80%] of Your [Indexed] Pre-disability Earnings; 1 2,3
- 3) Your Occupation [or a Reasonable Alternative Job offered to You by the Employer] after that, [for the next 12 months]; and 4 5
- 4) after that, Any Occupation .

If at the end of the Elimination Period, You are prevented from performing one or more of the Essential Duties of Your Occupation, [or a Reasonable Alternative Job offered to You by the Employer,] but Your Current Monthly Earnings are [equal to or greater than 80%] of Your Pre-disability Earnings, Your Elimination Period will be extended for a total period of [12 months] from the original date of Disability, or until such time as Your Current Monthly 6 7 8 9

Section II DEFINITIONS

Earnings are [less than 80%] of Your Pre-disability Earnings, whichever occurs first. [For the purposes of extending Your Elimination Period, Your Current Monthly Earnings will not include the pay You could have received for another job or a modified job if such job was offered to You by the Employer, or another employer, and You refused the offer.] 10

Your Disability must be the result of:

- 1) accidental bodily injury;
- 2) Sickness;
- 3) Mental Illness;
- 4) Substance Abuse; or
- 5) pregnancy.

[Your failure to pass a physical examination required to maintain a license to perform the duties of Your Occupation, [or a Reasonable Alternative Job offered to You by the Employer,] alone, does not mean that You are Disabled.] 11,12

[Reasonable Alternative Job] means a job with the Employer, within the same general location, the Essential Duties of which You are able to perform, and which considers Your prior education, training or experience, and with a rate of pay [equal to or greater than 80%] of Your [Indexed] Pre-disability Earnings.]] 13
14, 15

Module Number 2.07.3

[Disability or Disabled]

means You are prevented from performing one or more of the Essential Duties of:

- 1) Your Occupation [or a Reasonable Alternative Job offered to You by the Employer] during the Elimination Period; 1
- 2) Your Occupation [or a Reasonable Alternative Job offered to You by the Employer] [for the 24 months] following the Elimination Period, and as a result Your Current Monthly Earnings are [less than 80%] of Your [Indexed] Pre-disability Earnings; and 2,3
4, 5
- 3) after that, Any Occupation.

If at the end of the Elimination Period, You are prevented from performing one or more of the Essential Duties of Your Occupation [or a Reasonable Alternative Job offered to You by the Employer,] but Your Current Monthly Earnings are [equal to or greater than 80%] of Your Pre-disability Earnings, Your Elimination Period will be extended for a total period of [12 months] from the original date of Disability, or until such time as Your Current Monthly Earnings are [less than 80%] of Your Pre-disability Earnings, whichever occurs first. [For the purposes of extending Your Elimination Period, Your Current Monthly Earnings will not include the pay You could have received for another job or a modified job if such job was offered to You by the Employer, or another employer, and You refused the offer.] 6
7
8
9
10

Your Disability must result from:

- 1) accidental bodily injury;
- 2) Sickness;
- 3) Mental Illness;
- 4) Substance Abuse; or
- 5) pregnancy.

[Your failure to pass a physical examination required to maintain a license to perform the duties of Your Occupation [or a Reasonable Alternative Job offered to You by the Employer,] alone, does not mean that You are Disabled.] 11
12

[Reasonable Alternative Job] means a job with the Employer, within the same general location, the Essential Duties of which You are able to perform, and which considers Your prior education, training or experience, and with a rate of pay [equal to or greater than 80%] of Your [Indexed] Pre-disability Earnings.]] 13
14, 15

Module Number 2.07.4

Section II DEFINITIONS

Elimination Period	means the [longer of the] number of consecutive days at the beginning of any one period of Disability which must elapse before benefits are payable [or the expiration of any Employer sponsored short term Disability benefits or salary continuation program, excluding benefits required by state law].	1 2
Module Number 2.08 Employer	means the [Policyholder].	1
Module Number 2.09 Essential Duty	means a duty that: <ol style="list-style-type: none"> 1) is substantial, not incidental; 2) is fundamental or inherent to the occupation; and 3) cannot be reasonably omitted or changed. Your ability to work the number of hours in Your regularly scheduled work week is an Essential Duty. [However, working more than [X] hours per week is not an Essential Duty.]	1
Module Number 2.10 Indexed Pre-disability Earnings	means Your Pre-disability Earnings adjusted annually by adding the lesser of: <ol style="list-style-type: none"> 1) [10%;] or 2) the percentage change in the Consumer Price Index (CPI-W). <p>The percentage change in the CPI-W means the difference between the current year's CPI-W as of July 31, and the prior year's CPI-W as of July 31, divided by the prior year's CPI-W. The adjustment is made January 1st each year after You have been Disabled for [12 consecutive months,] provided You are receiving benefits at the time the adjustment is made. [A maximum of [5] adjustments may be made.]</p> <p>The term Consumer Price Index (CPI-W) means the index for Urban Wage Earners and Clerical Workers published by the United States Department of Labor. It measures on a periodic (usually monthly) basis the change in the cost of typical urban wage earners' and clerical workers' purchase of certain goods and services. If the index is discontinued or changed, We may use another nationally published index that is [comparable to the CPI-W].</p>	1 2 3 4 5
Module Number 2.11 Mental Illness	means a mental disorder as listed in the current version of the Diagnostic and Statistical Manual of Mental Disorders, published by the American Psychiatric Association. A Mental Illness may be caused by biological factors or result in physical symptoms or manifestations.	
	For the purpose of The Policy, Mental Illness does not include the following mental disorders outlined in the Diagnostic and Statistical Manual of Mental Disorders: <ol style="list-style-type: none"> 1) Mental Retardation; 2) Pervasive Developmental Disorders; 3) Motor Skills Disorder; 4) Substance-Related Disorders; 5) Delirium, Dementia, and Amnesic and Other Cognitive Disorders; or 6) Narcolepsy and Sleep Disorders related to a General Medical Condition. 	
Module Number 2.12 [Monthly] Benefit	means a [monthly] sum payable to You while You are Disabled, subject to the terms of The Policy. [Your Benefit will be paid according to the [9] month pay schedule established by Your employment contract in effect immediately prior to the date of Your Disability.]	1, 2
Module Number 2.13 Monthly Income Loss	means Your Pre-disability Earnings minus Your Current Monthly Earnings.	
Module Number 2.14		

Section II DEFINITIONS

Other Income Benefits

- means the amount of any benefit for loss of income, provided to You [or to Your family], as a result of the period of Disability for which You are claiming benefits under The Policy. This includes any such benefits for which You [or Your family] are eligible or that are paid to You, [to Your family] or to a third party on Your behalf, pursuant to any:
- 1) [temporary, permanent disability, or impairment benefits under a Workers' Compensation Law, the Jones Act, occupational disease law, similar law or substitutes or exchanges for such benefits;] 4
 - 2) governmental law or program that provides disability or unemployment benefits as a result of Your job with the Employer;
 - 3) plan or arrangement of coverage, [other than income from any accumulated sick time, salary continuation or paid time off,] whether insured or not, which is received from the Employer as a result of employment by or association with the Employer or which is the result of membership in or association with any group, association, union or other organization; 5
 - 4) [any income You received from the Employer as a result of any accumulated sick time salary continuation or paid time off, which causes the Monthly Benefit, plus Other Income Benefits to exceed [X%] of Your Monthly Earnings. The amount in excess of [X%] of Your Monthly Earnings will be used to reduce the Monthly Benefit.] 6, 7, 8, 9
 - 5) [individual insurance policy where the premium is wholly or partially paid by the Employer;] 10
 - 6) [mandatory "no-fault" automobile insurance plan;]
 - 7) disability benefits under:
 - a) the United States Social Security Act or alternative plan offered by a state or municipal government;
 - b) the Railroad Retirement Act;
 - c) the Canada Pension Plan, the Canada Old Age Security Act, the Quebec Pension Plan or any provincial pension or disability plan; or
 - d) similar plan or act; 11
 that You, [Your spouse and/or children,] are eligible to receive because of Your Disability; or
 - 8) disability benefit from the Department of Veterans Affairs, or any other foreign or domestic governmental agency:
 - a) that begins after You become Disabled; or
 - b) that You were receiving before becoming Disabled, but only as to the amount of any increase in the benefit attributed to Your Disability.

Other Income Benefits also means any payments that are made to You or to Your family, or to a third party on Your behalf, pursuant to any:

- 1) disability benefit under the Employer's Retirement plan; 12
- 2) [temporary, permanent disability or impairment benefits under a Workers' Compensation Law, the Jones Act, occupational disease law, similar law or substitutes or exchanges for such benefits;]
- 3) portion of a settlement or judgment, minus associated costs, of a lawsuit that represents or compensates for Your loss of earnings; or
- 4) retirement benefit from a Retirement Plan that is wholly or partially funded by employer contributions, unless:
 - a) You were receiving it prior to becoming Disabled; or
 - b) You immediately transfer the payment to another plan qualified by the United States Internal Revenue Service for the funding of a future retirement; (Other Income Benefits will not include the portion, if any, of such retirement benefit that was funded by Your [after-tax] contributions.); or
- 5) retirement benefits under: 13
 - a) the United States Social Security Act or alternative plan offered by a state or municipal government;
 - b) the Railroad Retirement Act;
 - c) the Canada Pension Plan, the Canada Old Age Security Act, the Quebec

Section II DEFINITIONS

Pension Plan or any provincial pension or disability plan;
d) similar plan or act; 14
that You, [Your spouse and children] receive because of Your retirement, unless
You were receiving them prior to becoming Disabled.]

15
[If You are paid Other Income Benefits in a lump sum or settlement, You must provide
proof satisfactory to Us of:
1) the amount attributed to loss of income; and
2) the period of time covered by the lump sum or settlement.

We will pro-rate the lump sum or settlement over this period of time. If You cannot or do 16
not provide this information, We will assume the entire sum to be for loss of income, [and
the time period to be 24 months.] We may make a retroactive allocation of any
retroactive Other Income Benefit. A retroactive allocation may result in an overpayment of
Your claim.

The amount of any increase in Other Income Benefits will not be included as Other
Income Benefits if such increase:
1) takes effect after the date benefits become payable under The Policy; and
2) is a general increase which applies to all persons who are entitled to such
benefits.]

Module Number 2.15

Section II DEFINITIONS

Participating [Employer]	means [an Employer who agrees to participate in the Trust, pays the required contribution for the Active Employees and is a participant in accordance with the provisions of The Policy.]	1
Module Number 2.16 Physician	means a person who is: <ul style="list-style-type: none"> 1) a doctor of medicine, osteopathy, psychology or other legally qualified practitioner of a healing art that We recognize or are required by law to recognize; 2) licensed to practice in the jurisdiction where care is being given; 3) practicing within the scope of that license; and 4) not You or Related to You by blood or marriage. 	
Module Number 2.17 Pre-disability Earnings	means, [for sole proprietor, partners, members of a limited liability company taxable as a partnership under the federal income tax laws, or share holders in a S-Corporation]: <ul style="list-style-type: none"> 1) the [monthly] average of earnings reported as "net earnings from self-employment" for federal income tax purposes for: <ul style="list-style-type: none"> a) the [X tax] year(s) just prior to the date of Disability; or b) the number of months You were employed in this capacity, if less than above period; and 2) [not] contributions You make through a salary reduction agreement with the Employer to: <ul style="list-style-type: none"> a) an Internal Revenue Code (IRC) Section 401(k), 403(b) or 457 deferred compensation arrangement; b) an executive non-qualified deferred compensation arrangement; or c) a salary reduction arrangement under an IRC Section 125 plan, for the same period as above. Pre-disability Earnings [does not] include [bonuses, commissions, tips and tokens,] dividends, capital gains and returns of capital.	1 2 3 4 5,6
Module Number 2.18.1 Pre-disability Earnings	means, [for specific class description if applicable] Your average [monthly] rate of pay, [including Bonuses, Commissions and Tips and Tokens], from the Employer for the [X] calendar year(s) ending immediately before the date You become Disabled, or over the number of calendar months of employment, if less than this period: <ul style="list-style-type: none"> 1) [not] including contributions you make through a salary reduction agreement with the Employer to: <ul style="list-style-type: none"> a) an Internal Revenue Code (IRC) Section 401(k), 403(b) or 457 deferred compensation arrangement; b) an executive non qualified deferred compensation arrangement; or c) a salary reduction arrangement under an IRC Section 125 plan; and 2) [not] including [bonuses, commissions, tips and tokens] overtime pay or expense reimbursements for the same period as above. 	1,2 3, 4 5 6,7

Module Number 2.18.2

Section II DEFINITIONS

Pre-disability Earnings	means, [for specific class description if applicable], Your regular [monthly] rate of pay, [including Bonuses, Commissions and Tips and Tokens], 1) [not] including contributions you make through a salary reduction agreement with the Employer to: a) an Internal Revenue Code (IRC) Section 401(k), 403(b) or 457 deferred compensation arrangement; b) an executive non qualified deferred compensation arrangement; or c) a salary reduction arrangement under an IRC Section 125 plan; and 2) [not] including [bonuses, commissions and tips and tokens] overtime pay or expense reimbursements for the same period as above.]	1,2 3 4 5,6
	[However, if You are an hourly paid Employee, Pre-disability Earnings means the product of: 1) the average number of hours You worked per month, not including overtime, over the most recent 12 month period immediately prior to the last day You were Actively at Work before You became Disabled, multiplied by; 2) Your hourly wage in effect on the last day You were Actively at Work before You became Disabled.]	7
Module Number 2.18.3 [Prior Policy]	means the [long term disability insurance] carried by [the Employer] on the day before the [Policy] Effective Date.	1,2
Module Number 2.19 Regular Care of a Physician	means that You are being treated by a Physician: 1) whose medical training and clinical experience are suitable to treat Your disabling condition; and 2) whose treatment is: a) consistent with the diagnosis of the disabling condition; b) according to guidelines established by medical, research, and rehabilitative organizations; and c) administered as often as needed; to achieve the maximum medical improvement.	
Module Number 2.20 Rehabilitation	means a process of Our working together with You in order for Us to plan, adapt, and put into use options and services to meet Your return to work needs. A Rehabilitation program may include, when We consider it to be appropriate, [any necessary and feasible: 1) vocational testing; 2) vocational training; 3) alternative treatment plans such as: a) support groups; b) physical therapy; c) occupational therapy; or d) speech therapy; 4) work-place modification to the extent not otherwise provided; 5) job placement; 6) transitional work; and 7) similar services.]	1
Module Number 2.21 Related	means Your spouse or other adult living with You, sibling, parent, step-parent, grandparent, aunt, uncle, niece, nephew, son, daughter, or grandchild [or similar relationship in law].]	1
Module Number 2.22		

Section II DEFINITIONS

Module Number 2.23	[Retirement Plan]	means a defined benefit or defined contribution plan that provides benefits for Your retirement and which is not funded wholly by Your contributions. It does not include:	
		<ol style="list-style-type: none"> 1) [a profit sharing plan; 2) thrift, savings or stock ownership plans; 3) a non-qualified deferred compensation plan; or 4) an individual retirement account (IRA), a tax sheltered annuity (TSA), Keogh Plan, 401(k) plan, 403(b) plan or 457 deferred compensation arrangement.] 	1
Module Number 2.23	Substance Abuse	means the pattern of pathological use of alcohol or other psychoactive drugs and substances characterized by:	
		<ol style="list-style-type: none"> 1) impairments in social and/or occupational functioning; 2) debilitating physical condition; 3) inability to abstain from or reduce consumption of the substance; or 4) the need for daily substance use to maintain adequate functioning. 	
		[Substance includes alcohol and drugs but excludes tobacco and caffeine.]	1
Module Number 2.24	The Policy	means the policy which We issued to [The Policyholder under the policy number] shown on the face page.	1
Module Number 2.25	Tips [and Tokens]	means the [monthly average of monetary] tips and tokens You received from [the Employer] [over:	1,2,3
		<ol style="list-style-type: none"> 1) the [X month] period ending [immediately prior to the date] You became Disabled; or 2) the period of time You worked for [the Employer], if shorter than [the above period/X months.]] 	4,5 6
Module Number 2.26	Trust	means [the trust fund established by XXX.]	1
Module Number 2.27	We, Our, or Us	means [the insurance company named on the face page of The Policy.]	1
Module Number 2.28	Your Occupation	means Your Occupation as it is recognized in the general workplace. Your Occupation does not mean the specific job You are performing for a specific employer or at a specific location.	
		[If You are a Physician or dentist, Your Occupation means the general or sub-specialty in which You are practicing for which there is a specialty or sub-specialty recognized by the American Board of Medical Specialties. If the sub-specialty in which You are practicing is not recognized by the American Board of Medical Specialties, You will be considered practicing in the general specialty category.]	1
		[If You are an attorney, Your Occupation means the legal specialty or specialties in which You have practiced in the five year period preceding Your becoming Disabled. If You have been in legal practice for less than five years, Your Occupation means the legal specialty or specialties in which You have practiced in the period preceding Your Disability.]	2
Module Number 2.29	You or Your	means the person to whom this certificate is issued.]	
Module Number 2.30			

Section III

ELIGIBILITY AND ENROLLMENT

Eligible Persons: <i>Who is Eligible for Coverage?</i>	All persons in the class or classes shown in the Schedule of Insurance will be considered Eligible Persons.	
Module Number 3.01		
Eligibility for Coverage: <i>When will I become Eligible?</i>	<p>You will become eligible for coverage on the later of:</p> <ol style="list-style-type: none"> 1) the [Policy] Effective Date ; [or 2) the date on which You complete the Eligibility Waiting Period for Coverage. <p>See the Schedule of Insurance for the Eligibility Waiting Period for Coverage.]</p>	1
Module Number 3.02		
Enrollment: <i>How do I enroll for coverage?</i>	<p>[For coverage under Option 1, all eligible Active Employees will be enrolled automatically by the Employer.</p> <p>For coverage under Option 2, You must enroll.] To enroll [for coverage]You must:</p> <ol style="list-style-type: none"> 1) complete and sign a group insurance enrollment form which is satisfactory to Us; and 2) deliver it to the Employer. <p>[You have the option to enroll by voice recording or electronically. Your Employer will provide instructions.]</p> <p>[If You do not enroll within [31 days] after becoming eligible under The Policy, or if You were eligible to enroll under the Prior Policy and did not do so, and later choose to enroll [or if You enroll for a Monthly Benefit Amount greater than the Guaranteed Issue Amount]:]</p> <ol style="list-style-type: none"> 1) You must give Us Evidence of Insurability satisfactory to Us; and 2) [You may only enroll: <ol style="list-style-type: none"> a) during an [Annual Enrollment Period] designated by the Policyholder; or b) within [31 days] of the date You have a Change in Family Status.] <p>[The dates of the [Annual Enrollment Period] are shown in the Schedule of Insurance.]</p>	1 2 3 4, 5 6 7 8 9
Module Number 3.03		
Evidence of Insurability: <i>What is Evidence of Insurability?</i>	<p>Evidence of Insurability may include, but will not be limited to:</p> <ol style="list-style-type: none"> 1) [a completed and signed application approved by Us; 2) a medical examination; 3) an attending Physician's statement; and 4) any additional information We may require.] <p>All Evidence of Insurability will be furnished at [Your] expense. We will then determine if You are insurable under The Policy.</p>	1 2
Module Number 3.04		
Change in Family Status: <i>What constitutes a Change in Family Status?</i>	<p>A Change in Family Status means:</p> <ol style="list-style-type: none"> 1) [You get married [or You execute a domestic partner affidavit]; 2) You and Your Spouse divorce [or You terminate a domestic partnership]; 3) Your child is born or You adopt or become the legal guardian of a child; 4) Your spouse [or domestic partner] dies; 5) Your child is no longer financially dependent on You or dies; 6) Your spouse is no longer employed, which results in a loss of group insurance; or 7) You have a change in classification from part-time to full-time or from full-time to part-time.] 	1
Module Number 3.05		

Section IV PERIOD OF COVERAGE

Effective Date: <i>When does my coverage start?</i>	[If You are not required to contribute toward The Policy's cost,] Your coverage will start:	1
	1) [for benefit amounts not requiring Evidence of Insurability,] on the date You become eligible; or	2
	2) [for benefit amounts requiring Evidence of Insurability, on the date We approve such evidence.]	3
	[If You must contribute toward The Policy's cost,] Your coverage will start on the earliest of:	4 5,6
	1) [the date] You become eligible, [for benefit amounts not requiring Evidence of Insurability,] if You enroll or have enrolled by then;	7,8
	2) [the date] on which You enroll, [for benefit amounts not requiring Evidence of Insurability,] if You do so within [31 days] after the date You are eligible;	9 10,11
	3) [[the date] We approve Your Evidence of Insurability, for benefit amounts requiring Evidence of Insurability; or]	12,13
	4) [the first day of the month following the Annual Enrollment Period if You enroll, [for benefit amounts not requiring Evidence of Insurability,] during an Annual Enrollment Period.]	
Module Number 4.01		
Deferred	If You are absent from work due to:	
Effective Date: <i>Will my coverage start or an increase in my coverage take effect if I am not Actively at Work on the date my coverage is to start or increase?</i>	1) accidental bodily injury;	1
	2) Sickness;	2
	3) Mental Illness;	3
	4) Substance Abuse; or	
	5) [pregnancy;]	1
	on the date Your insurance [or increase in coverage] would otherwise have become effective, Your insurance, [or increase in coverage] will not become effective until You are Actively at Work one full day.	2 3
Module Number 4.02		
[Changes in Coverage: Can I change my benefit option?	[You may change Your benefit option only:	1
	1) during an Annual Enrollment Period; or	2
	2) within [31 days] of a Change in Family Status.	3
	At such time] You may decrease coverage, or increase coverage to a higher option. [An increase in coverage [that is greater than the next higher option from Your current coverage] will be subject to Your submission of an application that meets Our approval.]]	4
Module Number 4.03		
<i>[When will a requested change in benefit option take effect?</i>	[If You enroll for a change in benefit option during an Annual Enrollment Period, the change will take effect on the later of:	5
	1) [the first day of the month following the Annual Enrollment Period;] or	6
	2) [the date We approve Your Evidence of Insurability if You are required to submit Evidence of Insurability.]]	7
	[If You enroll for a change in benefit option within [31 days] following a Change in Family Status, the change will take effect on the later of:	8, 9
	1) the date You enroll for the change; or	
	2) [the date We approve Your Evidence of Insurability if You are required to submit Evidence of Insurability.]]	10
	[Any such increase in coverage is subject to the following provisions:	11
	1) Deferred Effective Date; and	
	2) Pre-existing Conditions Limitations.]]	

Module Number 4.03a

Section IV

PERIOD OF COVERAGE

<i>Do coverage amounts change if there is a change in [my class or] my rate of pay?</i>	<p>Your coverage may increase or decrease on the date there is a change in [Your class or] Pre-disability Earnings. However, no increase in coverage will be effective unless on that date You:</p> <ol style="list-style-type: none"> 1) are an Active Employee; and 2) are not absent from work due to being Disabled. <p>If You were so absent from work, the effective date of such increase will be deferred until You are Actively at Work for one full day.</p>	12
		13
	No change in Your Pre-disability Earnings will become effective until the date We receive notice of the change.	
Module Number 4.03b <i>What happens if the Employer changes the Policy?</i>	<p>Any increase or decrease in coverage because of a change in The Policy will become effective on the date of the change, [subject to the following provisions:</p> <ol style="list-style-type: none"> 1) the Deferred Effective Date provision; and 2) Pre-existing Conditions Limitations.] 	14
Module Number 4.03c Continuity From A Prior Policy: <i>Is there continuity of coverage from a Prior Policy?</i>	<p>[If You were:</p> <ol style="list-style-type: none"> 1) insured under the Prior Policy; and 2) not eligible to receive benefits under the Prior Policy; <p>on the day before the [Policy] Effective Date, the Deferred Effective Date provision will not apply.]</p>	1
Module Number 4.04 <i>Is my coverage under The Policy subject to the Pre-existing Condition Limitation?</i>	<p>[If You become insured under The Policy on the [Policy] Effective Date and were covered under the Prior Policy on the day before the [Policy] Effective Date, the Pre-existing Conditions Limitation will end on the earliest of :</p> <ol style="list-style-type: none"> 1) the [Policy] Effective Date, if Your coverage for the Disability was not limited by a pre-existing condition restriction under the Prior Policy; or 2) the date the restriction would have ceased to apply had the Prior Policy remained in force, if Your coverage was limited by a pre-existing condition limitation under the Prior Policy. 	2
		3
	<p>[The amount of the [Monthly] Benefit payable for a Pre-existing Condition in accordance with the above paragraph will be the lesser of:</p> <ol style="list-style-type: none"> 1) the [Monthly] Benefit which was paid by the Prior Policy; or 2) the [Monthly] Benefit provided by The Policy.] 	
	The Pre-existing Conditions Limitation will apply after the [Policy] Effective Date to the amount of a benefit increase which results from a change from the Prior Policy to The Policy, a change in benefit options, a change of class or a change in The Policy.]	
Module Number 4.04a <i>Do I have to satisfy an Elimination Period under The Policy if I was Disabled under the Prior Policy?</i>	<p>If You received [monthly] benefits for disability under the Prior Policy, and You returned to work as a [Full-time] Active Employee [before The [Policy] Effective Date], then, if within [6 months] of Your return to work:</p> <ol style="list-style-type: none"> 1) You have a recurrence of the same disability while covered under The Policy; and 2) there are no benefits available for the recurrence under the Prior Policy; <p>the Elimination Period, which would otherwise apply, will be waived if the recurrence would have been covered without any further elimination period under the Prior Policy.</p>	4,5,6

Module Number 4.04b

Section V

TERMINATION PROVISIONS

Termination:
When will my
coverage stop?

Your coverage will end on the earliest of the following:	
1) [the date] The Policy terminates;	1
2) [[the date] The Policy no longer insures Your class;]	2,3
3) [the date] premium payment is due but not paid by the Employer;	4
4) [the last day of the period for which You make any required premium contribution;]	5
5) [the last day of the month on or next following the month in which Your Employer terminates Your employment;]	6
6) [the date] You cease to be a [Full-time] Active Employee in an eligible class for any reason, unless coverage is extended under the Continuation Provisions; or	7,8
7) [the date Your Employer ceases to be a Participating Employer].	9

Module Number 5.01

**Continuation
Provisions:** Can
my insurance be
continued?

Your coverage can be continued by Your Employer beyond a date shown in the Termination provision, if Your Employer provides a plan of continuation which applies to all employees the same way. Continued coverage:

- | | |
|--|---|
| 1) is subject to any reductions in the Policy; | |
| 2) is subject to payment of premium [by the Employer;] and | 1 |
| 3) terminates when the Policy terminates, [coverage for Your class terminates or Your Employer ceases to be a Participating Employer.] | 2 |

In any event, Your benefit level, or the amount of earnings upon which Your benefits may be based, will be that in effect on the day before Your coverage was continued. Coverage may be continued in accordance with the above restrictions and as described below:

<u>[Leave of Absence:</u> If You are on a documented [medical] leave of absence, other than Family or Medical Leave, Your coverage may be continued [until the last day of the month in which] the leave of absence commenced. If the leave terminates prior to the agreed upon date, this continuation will cease immediately.]	3,4 5
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<u>[Lay-off:</u> If You are temporarily laid off by the Employer due to lack of work, Your coverage may be continued [until the last day of the month in which] the lay-off commenced. If the lay-off becomes permanent, this continuation will cease immediately.]	6 7
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<u>[Family Medical Leave:</u> If You are granted a leave of absence, in writing, according to the Family and Medical Leave Act of 1993, or other applicable state or local law, Your coverage may be continued for up to [12 weeks, or longer if required by other applicable law,] following the date Your leave commenced. If the leave terminates prior to the agreed upon date, this continuation will cease immediately.]	8 9
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<u>[General Work Stoppage</u> (including a strike or lockout): If Your employment terminates due to a cessation of active work as the result of a general work stoppage (including a strike or lockout), Your coverage shall be continued during the work stoppage [until the last day of the month in which] the coverage terminated. If the work stoppage ends, this continuation will cease immediately.]	10 11
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<u>[Sabbatical:</u> If You are on a documented [paid] sabbatical, Your coverage may be continued [until the last day of the month in which] the sabbatical commenced. If the sabbatical terminates prior to the agreed upon date, this continuation will cease immediately.]	12,13 14
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<u>[Military Leave of Absence:</u> If You enter active military service and are granted a military leave of absence in writing, Your coverage may be continued for up to [8 weeks]. [If the leave ends prior to the agreed upon date, this continuation will cease immediately.]]	15 16,17 17
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Module Number 5.02

Section V

TERMINATION PROVISIONS

Coverage while Disabled: *Does my insurance continue while I am Disabled and no longer an Active Employee?*

Module Number 5.03

Waiver of

Premium: *Am I required to pay Premiums while I am Disabled?*

Module Number 5.04

Extension of Benefits for

Disability: *Do my benefits continue if the Policy terminates?*

Module Number 5.05

If You are Disabled and You cease to be an Active Employee, Your insurance will be continued:

- 1) [during the Elimination Period while You remain Disabled by the same Disability; and
- 2) after the Elimination Period for as long as You are entitled to benefits under The Policy.]

1

No premium will be due for You:

- 1) [after the Elimination Period; and
- 2) for as long as benefits are payable.]

1

If You are entitled to benefits while Disabled and The Policy terminates, benefits:

- 1) will continue as long as You remain Disabled by the same Disability; but
- 2) will not be provided beyond the date We would have ceased to pay benefits had the insurance remained in force.

Termination of The Policy for any reason will have no effect on Our liability under this provision.

Section VI BENEFITS

Disability Benefit: <i>When do I qualify for Disability Benefits?</i>	<p>We will pay You a Monthly Benefit if You:</p> <ol style="list-style-type: none"> 1) become Disabled while insured under The Policy; 2) are Disabled throughout the Elimination Period; 3) remain Disabled beyond the Elimination Period; and 4) submit Proof of Loss to Us. <p>Benefits accrue as of the first day after the Elimination Period and are paid monthly. However, benefits will not exceed the Maximum Duration of Benefits.</p>	
<p>Module Number 6.01</p> <p>Mental Illness And Substance Abuse Benefits: <i>Are benefits limited for Mental Illness [or Substance Abuse?]</i></p>	<p>If You are Disabled because of:</p> <ol style="list-style-type: none"> 1) Mental Illness that results from any cause; 2) any condition that may result from Mental Illness; 3) alcoholism [which is under treatment]; or 4) [the non-medical use of narcotics, sedatives, stimulants, hallucinogens, or any other such substance]; <p>then, subject to all other provisions of The Policy, We will limit the Maximum Duration of Benefits.</p>	<p>1</p> <p>2</p>
	<p>[Benefits will be payable for a total of [24 months,] unless at the end of the [24 month] period:</p>	<p>3,4,5</p>
	<ol style="list-style-type: none"> 1) You are confined in a hospital or other place licensed to provide medical care for the disabling condition, in which case: <ol style="list-style-type: none"> a) benefits will continue during the confinement; and b) if You are still Disabled when discharged, benefits will continue for a recovery period of up to [90 days;] and c) if You become re-confined during the recovery period for at least [14 consecutive days,] benefits will continue during the confinement and another recovery period of up to [90 days;] or 2) You continue to be Disabled and, [within 7 days] become confined in a hospital, or other place licensed to provide medical care, for the disabling condition for at least [14 consecutive days,] in which case benefits will be paid while You are so confined.] 	<p>6</p> <p>7</p> <p>8</p> <p>9</p> <p>10</p>
<p>Module Number 6.02.1</p> <p>Substance Abuse Limitation: <i>Are benefits limited for alcoholism or Substance Abuse?</i></p>	<p>If You are Disabled because of:</p> <ol style="list-style-type: none"> 1) alcoholism [under treatment]; or 2) the non-medical use of narcotics, [sedatives, stimulants, hallucinogens, or any other such substance]; <p>then, subject to all other Policy provisions, benefits will be payable for [as long as] You are:</p> <ol style="list-style-type: none"> 1) confined in a hospital or other place licensed to provide medical care for the disabling condition; or 2) actively participating in a rehabilitative program approved by Us. 	<p>1</p> <p>2</p> <p>3</p>
<p>Module Number 6.02.2</p>		

Section VI

BENEFITS

Recurrent Disability:

What happens if I recover but become Disabled again?

Periods of Recovery during the Elimination Period will not interrupt the Elimination Period, if the number of days You return to work as an Active Employee are [less than one-half (1/2) the number of days of Your Elimination Period.]

Any day within such period of Recovery, will not count toward the Elimination Period.

After the Elimination Period, if You return to work as an Active Employee and then become Disabled and such Disability is:

- 1) due to the same cause; or
- 2) due to a related cause; and
- 3) within [6] months of the return to work.

the Period of Disability prior to Your return to work and the recurrent Disability will be considered one Period of Disability, provided The Policy remains in force.

If You return to work as an Active Employee for [6] months or more, any recurrence of a Disability will be treated as a new Disability. The new Disability is subject to a new Elimination Period and a New Maximum Duration of Benefits.

Period of Disability means a continuous length of time during which You are Disabled under The Policy.

Recover or Recovery means that You are no longer Disabled and have returned to work with the Employer and premiums are being paid for You.

Module Number 6.03

Calculation of Monthly Benefit:

How are my Disability benefits calculated [during the Initial Benefit Period]?

If You remain Disabled after the Elimination Period, We will calculate Your Monthly Benefit [during the Initial Benefit Period] as follows:

- 1) multiply Your Monthly Income Loss by the [Initial] Benefit [Period] Percentage ;
- 2) compare the result with the Maximum Benefit ; and
- 3) from the lesser amount, deduct Other Income Benefits.

The result is Your Monthly Benefit.

Module Number 6.04.1

How are Disability benefits calculated?

If You remain Disabled after the Elimination Period, We will calculate Your Monthly Benefits as follows:

- 1) multiply Your Monthly Income Loss by the Benefit Percentage;
- 2) multiply Your Monthly Income Loss by the Secondary Benefit Percentage; and from this product subtract all Other Income Benefits; and
- 3) identify the Maximum Benefit.

The calculation giving the least amount is Your Monthly Benefit.

Module Number 6.04.1a

Calculation of Monthly Benefit:

Return to Work Incentive: How are my Disability benefits calculated?

If You remain Disabled after the Elimination Period, but work while You are Disabled, We will determine Your Monthly Benefit for a period of up to [12 consecutive months] as follows:

- 1) multiply Your Pre-Disability Earnings by the [Initial] Benefit [Period] Percentage;
- 2) compare the result with the Maximum Benefit; and
- 3) from the lesser amount, deduct Other Income Benefits.

The result is Your Monthly Benefit. Current Monthly Earnings will not be used to reduce Your Monthly Benefit. However, if the sum of Your Monthly Benefit and Your Current Monthly Earnings exceeds [100%] of Your Pre-disability Earnings, We will reduce Your Monthly Benefit by the amount of excess.

The [12 consecutive month] period will start on the last to occur of:

- 1) the day You first start work; or
- 2) the end of the Elimination Period.

If You are Disabled and not receiving benefits under the Return to Work Incentive, [during the Initial Benefit Period.] We will calculate Your Monthly Benefit as follows:

Section VI BENEFITS

- 1) multiply Your Monthly Income Loss by the [Initial] Benefit [Period] Percentage;
- 2) compare the result with the Maximum Benefit; and
- 3) from the lesser amount, deduct Other Income Benefits.

The result is Your Monthly Benefit.

Module Number 6.04.2

**Calculation of
Monthly Benefit:
Return to Work
Incentive: How
are my Disability
benefits
calculated?**

If You remain Disabled after the Elimination Period, but work while You are Disabled, We will determine Your Monthly Benefit for a period of up to [12 consecutive months] as follows:

- 1) multiply Your Pre-disability Earnings by the Benefit Percentage;
- 2) multiply Your Pre-disability Earnings by the Secondary Benefit Percentage, and from this product subtract all Other Income Benefits; and
- 3) compare the results with the Maximum Benefit.

The calculation giving the least amount is Your Monthly Benefit. Current Monthly Earnings will not be used to reduce Your Monthly Benefit during this period. However, if the sum of Your Monthly Benefit and Your Current Monthly Earnings exceeds [100%] of Your Pre-disability Earnings, We will reduce Your Monthly Benefit by the amount of excess.

If You are Disabled, but You are not receiving benefits under the Return to Work Incentive, We will calculate Your Monthly Benefit as follows:

- 1) multiply Your Monthly Income Loss by the Benefit Percentage;
- 2) multiply Your Monthly Income Loss by the Secondary Benefit Percentage, and from this product subtract all Other Income Benefits; and
- 3) compare the results with the Maximum Benefit.

The calculation giving the least amount is Your Monthly Benefit.

During the Continuing Benefit Period, if [You are not receiving benefits under the Return to Work Incentive, but] You are receiving benefits under Social Security Disability or Social Security Retirement plans, or an alternative plan for federal, state or municipal employees, We will determine Your Monthly Benefit as follows:

- 1) multiply Your Monthly Income Loss by the Initial Benefit Period Percentage;
- 2) compare the result with the Maximum Benefit; and
- 3) from the lesser amount, deduct Other Income Benefits.

The result is Your Monthly Benefit.

During the Continuing Benefit Period, if You are not receiving benefits [under the Return to Work Incentive, or] under Social Security Disability or Social Security Retirement plans or an alternative plan for federal, state or municipal employees, We will determine Your Monthly Benefit as follows:

- 1) multiply Your Pre-disability Earnings by the Continuing Benefit Period Percentage;
- 2) multiply Your Monthly Income Loss by the Initial Benefit Period Percentage, and deduct all Other Income Benefits; and
- 3) deduct all Other Income Benefits from the Maximum Benefit.

The result of the calculation giving the least amount is Your Monthly Benefit.

Module Number 6.04.3

Section VI BENEFITS

Calculation of Monthly Benefit: <i>What happens if the sum of my Monthly Benefit, Current Monthly Earnings and Other Income Benefits exceeds 100% of my Pre-disability Earnings?</i>	If the sum of Your [Monthly Benefit, Current Monthly Earnings and Other Income Benefits] exceeds 100% of Your Pre-disability Earnings, We will reduce Your Monthly Benefit by the amount of the excess.	1
	[However, Your Monthly Benefit will not be less than the Minimum Monthly Benefit.]	2
	[If an overpayment occurs, We may recover all or any portion of the overpayment, in accordance with the Overpayment Recovery provision.]	3
Module Number 6.05 Minimum Monthly Benefit: <i>Is there a Minimum Monthly Benefit?</i>	Your Monthly Benefit will not be less than the Minimum Monthly Benefit shown in the Schedule of Insurance.	
Module Number 6.06 Partial Month Payment: <i>How is the benefit calculated for a period of less than a month?</i>	If a Monthly Benefit is payable for a period of less than a month, we will pay 1/30 of the Monthly Benefit for each day You were Disabled.	
Module Number 6.07 Denial of Social Security Benefits: <i>After the Initial Benefit Period expires, is there any allowance if I am ineligible for Social Security?</i>	<p>If Your Disability prevents You from performing the Essential Duties of Any Occupation, but Your claim for disability benefits under The United States Social Security System, or an alternative plan for federal, state or municipal employees:</p> <ol style="list-style-type: none"> 1) was denied because You have not worked under these systems long enough to be eligible for disability benefits, Your Monthly Benefit during the Continuing Benefit Period will be calculated using the Initial Benefit Period Percentage; or 2) is still pending at the time the Initial Benefit Period expires, benefits may be paid at the Initial Benefit Period Percentage until the earlier to occur of: <ol style="list-style-type: none"> a) the 12th month following the expiration of the Initial Benefit Period; or b) the final adjudication of Your claim for Social Security disability benefits. 	
Module Number 6.08		

Section VI BENEFITS

**Termination of
Benefit Payment:**
*When will my
benefit payments
end?*

Benefit payments will stop on the earliest of:	
1) the date You are no longer Disabled;	
2) the date You fail to furnish Proof of Loss;	
3) [the date You are no longer under the Regular Care of a Physician, [unless qualified medical professionals have determined that further medical care and treatment would be of no benefit to You;]]	1,2
4) [the date You refuse Our request that You submit to an examination by a Physician or other qualified medical professional;]	3
5) the date of Your death;	
6) [the date You refuse to receive recommended treatment that is generally acknowledged by Physicians to cure, correct or limit the disabling condition.]	4
7) [the last day benefits are payable according to the Maximum Duration of Benefits Table; or]	5
8) [the date Your Current Monthly Earnings:	6
a) are equal to or greater than [80 %] of Your [Indexed] Pre-disability Earnings if You are receiving benefits for being Disabled from Your Occupation [or a Reasonable Alternative]; or	7,8 9
b) [are greater than the lesser of: the product of Your [Indexed] Pre-disability Earnings and the [Initial] Benefit [Period] percentage; or the Maximum Monthly Benefit if You are receiving benefits for being Disabled from Any Occupation;]]	10,11, 12,13
9) the date no further benefits are payable under any provision in The Policy that limits benefit duration;	
10) the date You refuse to participate in a Rehabilitation program, or refuse to cooperate with or try:	14
a) [modifications made to the work site or job process to accommodate Your identified medical limitations to enable You to perform the Essential Duties of Your Occupation or a Reasonable Alternative;	
b) adaptive equipment or devices designed to accommodate Your identified medical limitations to enable You to perform the Essential Duties of Your Occupation or a Reasonable Alternative;	
c) modifications made to the work site or job process to accommodate Your identified medical limitations to enable You to perform the Essential Duties of Any Occupation, if You were receiving benefits for being disabled from Any Occupation; or	
d) adaptive equipment or devices designed to accommodate Your identified medical limitations to enable You to perform the Essential Duties of Any Occupation, if You were receiving benefits for being disabled from Any Occupation;	
provided a qualified Physician or other qualified medical professional agrees that such modifications, Rehabilitation program or adaptive equipment accommodate Your medical limitation;] or	15
11) [the date You receive retirement benefits from any employer's Retirement plan, unless:	
a) You were receiving them prior to becoming Disabled; or	
b) You immediately transfer the payment to another plan qualified by the United States Internal Revenue Service for the funding of a future retirement.]	

Module Number 6.09

Section VI BENEFITS

Family Care Credit Benefit:

*What if I must
incur expenses for
Family Care
Services in order
to participate in
Rehabilitation?*

If You are working as part of a program of Rehabilitation, We will, for the purpose of calculating Your benefit, deduct the cost of Family Care from earnings received from work as a part of a program of Rehabilitation, subject to the following limitations:

- 1) Family Care means the care or supervision of:
 - a) Your children under age [13]; or 1
 - b) a member of Your household who is mentally or physically handicapped and dependent upon You for support and maintenance;
- 2) the maximum monthly deduction allowed for each qualifying child or family member is: 2,3
 - a) [\$350] during the first [6] months of Rehabilitation ; and 4
 - b) [\$175] thereafter;

but in no event may the deduction exceed the amount of Your monthly earnings; 5
- 3) Family Care Credits may not exceed a total of [\$2,500] during a calendar year;
- 4) the deduction will be reduced proportionally for periods of less than a month;
- 5) the charges for Family Care must be documented by a receipt from the caregiver;
- 6) the credit will cease on the first to occur of the following: 6
 - a) You are no longer in a Rehabilitation program; or
 - b) Family Care Credits for [24] months have been deducted during Your Disability; and
- 7) no Family Care provided by someone Related to the family member receiving the care will be eligible as a deduction under this provision.

Your Current Monthly Earnings after the deduction of Your Family Care Credit will be used to determine Your Monthly Income Loss. In no event will You be eligible to receive a Monthly Benefit under The Policy if Your Current Monthly Earnings before the deduction of the Family Care Credit exceed [80%] of Your [Indexed] Pre-disability Earnings. 7,8

Module Number 6.10

Section VI BENEFITS

Cost-Of-Living Adjustment: <i>How do my benefits keep pace with inflation?</i>	We [will] adjust Your Monthly Benefit for increases in the cost-of-living if:	1
	1) You have been Disabled for [12 consecutive months]; and	2
	2) [You are receiving benefits;] [and	3
	3) Your Current Monthly Earnings are less than or equal to 20% of Your Pre-disability Earnings;]	4
	when the Cost-of-Living Adjustment is made. We make the Cost-of-Living Adjustment [each year on January 1st.]	5
 <i>What is the Cost-of-Living Adjustment formula?</i>	 We apply the Cost-of-Living Adjustment formula by:	
	1) determining the lesser of:	
	a) [3%]; or	6
	b) [1/2] the percentage change in the Consumer Price Index;	7
	2) multiplying the resulting percentage (%) times the Monthly Benefit for Disability being received; and	
	3) adding the resulting amount to Your Monthly Benefit.	
 <i>When will the Cost-of-Living Adjustments end?</i>	 You will not receive a Cost-of-Living Adjustment after:	
	1) You cease to be Disabled; [or	8
	2) You have received [5] adjustments;] or	9
	3) The Policy terminates.	
	 Consumer Price Index (CPI-W) means the index for Urban Wage Earners and Clerical Workers published by the United States Department of Labor. It measures on a periodic (usually monthly) basis the change in the cost of typical urban wage earners' and clerical workers' purchase of certain goods and services. If the index is discontinued or changed, We may use another nationally published index that is [comparable to the CPI-W / approved by the Insurance Commissioner of the state in which the Policy is delivered].	10
	 For the purposes of this benefit, the percentage change in the CPI-W means the difference between the current year's CPI-W as of July 31, and the prior year's CPI-W as of July 31, divided by the prior year's CPI-W.	

Section VI BENEFITS

Survivor Income Benefit: <i>Will my survivors receive a benefit if I die while receiving Disability Benefits?</i>	If You were receiving a Monthly [Disability] Benefit at the time of Your death [and You had been receiving such benefits [for at least 12 months]], We will pay a [Survivor Income Benefit], when We receive proof satisfactory to Us:	1, 2 3, 4
	1) of Your death; and	
	2) that the person claiming the benefit is entitled to it.	
	[We must receive the satisfactory proof for Survivor Income Benefits within 1 year of the date of Your death.]	5
	[[We will pay the Survivor Income Benefit:	6
	1) to the beneficiary You designated; or	7
	2) if no beneficiary has been designated:]	
	a) to Your Surviving Spouse; or	
	b) if no Surviving Spouse, in equal shares to Your Surviving Children;	8
	c) [if no Surviving Spouse or Surviving Children, to Your estate.]	
	[If there is no Surviving Spouse or Surviving Children, then no benefit will be paid.]	9
	However, We will first apply the Survivor Income Benefit to any overpayment which may exist on Your claim.	
	If a minor child is entitled to benefits, We may, at Our option, make benefit payments to the person caring for and supporting the child until a legal guardian is appointed.	
	[The Survivor Income Benefit [will be equal to [3] times your Monthly Benefit/is calculated as [3] times the lesser of]:	10,11
	1) Your Monthly Income Loss multiplied by the Benefit Percentage in effect on the date of Your death; or	
	2) The Maximum Monthly Benefit.]	
	[To designate or change Your designation of beneficiary, You must file a written notice with Us on any form satisfactory to us. Whether You are living or not, any change will relate back and take effect as of the date You signed the written notice. We are not liable for payment of benefits made before receiving written notice.]	12
	Surviving Spouse means Your wife or husband who was not legally separated or divorced from You when You died. ["Spouse" will include Your domestic partner, provided You have executed a Domestic Partner Affidavit acceptable to us, establishing that You and Your partner are domestic partners for purposes of this Policy. You will continue to be considered domestic partners provided You continue to meet the requirements described in the Domestic Partner Affidavit.]	13
	Surviving Children means Your unmarried children, step children, legally adopted children who, on the date You die, are primarily dependent on You for support and maintenance who are under age [19].The term Surviving Children will also include any other children related to You by blood or marriage [or domestic partnership] and who:	14 15
	1) lived with You in a regular parent-child relationship; and	
	2) were eligible to be claimed as dependents on Your federal income tax return for the last tax year prior to Your death.	
	[In the event that You are diagnosed with a Terminal Illness while You are:	16
	1) eligible for a Monthly Benefit under the Policy; and	17
	2) at least [6] Monthly Benefit Payments remain payable to You;	
	We will pay the Survivor Income Benefit to You on an accelerated basis in one lump sum if:	18
	1) [You submit a request that the Survivor Income Benefit be paid on an accelerated basis; and	
	2) We receive proof that You have been diagnosed with a Terminal Illness.	

Section VI BENEFITS

If the Survivor Income Benefit is paid on an accelerated basis, no additional benefit will be payable under this benefit upon Your death.] 19

[Terminal Illness or Terminally Ill means a life expectancy of [6] months or less.]

Module Number 6.12

Extended Earnings Protection Benefit:

*Will
benefits continue
to be paid after my
return to work if
my earnings are
less than
Pre-disability
Earnings?*

This benefit protects Your earnings level after You have returned to work following a period of Disability. To qualify for this Extended Earnings Protection Benefit, You must:

- 1) have been Disabled under The Policy and received a Monthly Benefit from Us; 1,2
- 2) now be working [Full-time] for the Employer [or another employer;] 3
- 3) be performing all the Essential Duties of Your Occupation [or another occupation;] 4
- 4) as a result of having been so Disabled, be currently earning less than [80%] of Your Pre-disability Earnings; and
- 5) provide to Us each month, satisfactory proof of Your Current Monthly Earnings.

The Extended Earnings Protection Benefit will be the lesser of:

- 1) the Maximum Monthly Benefit ; or 5,6
- 2) Your Monthly Income Loss multiplied by the [Initial] Benefit [Period] Percentage.

The Extended Earnings Protection Benefit will end on the earliest of:

- 1) the date benefits have been payable for a maximum duration of [24] months; 7
- 2) the date You are earning at least [80%] of Your Pre-disability Earnings; or 8

the date You fail to submit to Us satisfactory proof of Your Current Monthly Earnings.

Module Number 6.13

Workplace Modification Benefit:

*Will the
Rehabilitation
program provide
for modifications to
my workplace to
accommodate my
return to work?*

We will reimburse Your Employer for the expense of reasonable Workplace Modifications to accommodate Your Disability and enable You to return to work as an Active Employee.

You qualify for this benefit if:

- 1) Your Disability is covered by this Policy;
- 2) the Employer agrees to make modifications to the workplace in order to reasonably accommodate Your return to work and the performance of the Essential Duties of Your job; and
- 3) We approve, in writing, any proposed Workplace Modifications.

Benefits paid for such workplace modification shall not exceed the amount equal to the amount of the Maximum Monthly Benefit.

We have the right, at Our expense, to have You examined or evaluated by:

- 1) a Physician or other health care professional; or
- 2) a vocational expert or rehabilitation specialist;

of Our choice so that We may evaluate the appropriateness of any proposed modification.

We will reimburse the Employer's costs for approved Workplace Modifications after:

- 1) the proposed modifications made on Your behalf are complete;
- 2) We have been provided written proof of the expenses incurred to provide such modification; and
- 3) You have returned to work as an Active Employee.

Workplace Modification means change in Your work environment, or in the way a job is performed, to allow You to perform, while Disabled, the Essential Duties of Your job. Payment of this benefit will not reduce or deny any benefit You are eligible to receive under the terms of this Policy.

Module Number 6.14

Section VI BENEFITS

Pension

Contribution

Benefit: Does
The Policy also
cover contributions
to a Pension Plan?

[If You:

- 1) become Disabled while You are covered under this Pension Contribution Benefit;
- 2) remain Disabled for [365 days] of one continuous period of Disability; and
- 3) are receiving a Monthly Benefit under The Policy;]

1

We will pay a monthly Pension Contribution Benefit to the trustee or administrator of Your Pension Plan for deposit to Your pension account. The Pension Contribution Benefit will be [the least of:

2

- 1) [15%] of Your monthly Pre-disability Earnings;
- 2) [\$2,500];
- 3) the amount of the average monthly tax deferred contributions the Employer made to Your Pension Plan during the [12 calendar months] prior to becoming Disabled.]

3

4

5

We will make payments under this benefit according to the rules and regulations of the Internal Revenue Service and the provisions of Your Pension Plan. We will make any such payment that cannot be paid to the trustee or administrator of Your Pension Plan to a deferred annuity account designated by You.

No Pension Contribution Benefit will be payable after Your Monthly Benefit terminates.

Pension Plan means, for the purpose of this Pension Contribution Benefit, a qualified defined contribution pension Plan, profit sharing Plan, or other Plan approved by Us, in which You are participating as a result of Your employment with the Employer.

Module Number 6.15

Infectious And Contagious Disease Benefit:

If it is disclosed
that I carry an
Infectious and
Contagious
Disease, will The
Policy cover the
income lost as the
result of limitations
placed on my
license or reduced
patronage?

You will be eligible to receive an Infectious and Contagious Disease Benefit when You have been covered by this benefit for a period of [12 months], and You provide verification that:

1

- 1) You carry an Infectious and Contagious Disease; and
- 2) You first tested positive for the Infectious and Contagious Disease after the effective date of this benefit; and
- 3) You are not Disabled but one or more of the following has happened:
 - a) Your license to practice Your Occupation has been revoked; or
 - b) You or Your license have limitations or restrictions imposed, and as a result You are unable to perform all of the Essential Duties of Your Occupation; or
 - c) it has been disclosed that You are infected with an Infectious and Contagious Disease; and
- 4) throughout a period of time equal in length to the [Elimination Period,] You have suffered a loss of earnings in excess of [20]% of Your Pre-disability Earnings immediately prior to disclosure; and
- 5) You have never refused to be immunized against the Infectious and Contagious Disease for which You are claiming this benefit.

2

3

Module Number 6.16

What qualifies as
an Infectious and
Contagious
Disease?

To qualify as an Infectious and Contagious Disease, a disease must be:

- 1) categorized by the Center for Disease Control as Infectious and Contagious; and
- 2) life threatening to You or persons with whom You may come in contact.

Module Number 6.16a

What will my
monthly benefit
be?

[We calculate the benefit as the lesser of;

- 1) the Maximum Monthly Benefit; or
- 2) Your earnings loss multiplied by the [Initial] Benefit [Period] Percentage.

4,5

Your earnings loss is determined by deducting Your Pre-disability Earnings after disclosure from Your Pre-disability Earnings prior to disclosure.]

6

Module Number 6.16b

Section VI BENEFITS

<i>How long may an Infectious and Contagious Disease Benefit be paid?</i>	We will stop paying this benefit on the earliest of:	
	1) the date Your Pre-disability Earnings are equal to or greater than [80]% of Your Pre-disability Earnings prior to disclosure;	7
	2) the date You die;	8
	3) the date You become eligible for Disability benefits under the terms of this Policy;	
	4) the date We determine You have not made every effort to continue to work in Your Occupation [on a full-time basis];	
	5) the date You no longer participate with Us in seeking and applying for suitable alternate work based on Your training, education, experience, and comparable income;	9
	6) the end of the Maximum Duration of Benefits [Table/Payable] of The Policy; or	10
	7) [the end of [2 years] from the date this benefit begins.]	11
Module Number 6.16c Activities of Daily Living Benefit: <i>What is the Activities of Daily Living Benefit?</i>	We will pay You the Activities of Daily Living Benefit if:	
	1) a Monthly Benefit is payable;	
	2) You become Cognitively Impaired or unable to perform [two or more] Activities of Daily Living (ADLs) for which You cannot be reasonably accommodated by adaptive equipment:	1
	a) [during or after the Elimination Period, and]	2
	b) for at least [30 consecutive days;] and	3
	3) the Disability and such impairment or inability begins while You are covered under this benefit.	
	The Activities of Daily Living Benefit will be [10% of Your Monthly Income Loss, but not greater than the lesser of:	4
	1) [\$5000]; or	5
	2) the Maximum Monthly Benefit.]	
	[The maximum payment period for this benefit will be [X years].]	6,7
	[We will pay the benefit to You monthly. For periods of less than one month, We will pay 1/30th of the Activities of Daily Living Benefit for each day of covered loss.]	8
	The Activities of Daily Living Benefit will not:	
	1) be reduced by Other Income Benefits;	
	2) increase or reduce other benefits under The Policy; [or	9
	3) be subject to the Cost of Living Adjustment.]	
	You are not restricted in any way as to Your use of this Activities of Daily Living Benefit.	
	We will stop paying You the Activities of Daily Living Benefit on the date:	
	1) Your Monthly Benefit terminates;	
	2) You are not Cognitively Impaired and You are able to perform [five or more] ADLs;[or	10
	3) You reach the maximum payment period shown in this benefit.]	11
	Cognitively Impaired means You suffer severe deterioration, or loss of:	
	1) memory;	
	2) orientation; or	
	3) the ability to understand or reason;	
	so that You are unable to perform common tasks such as, but not limited to, medication management, money management and using the telephone. The impairment in intellectual capacity must be measurable by standardized tests.	
	Activities of Daily Living (ADLs) means the following functions performed with or without equipment or adaptive devices:	
	1) bathing Yourself by being able to either:	
	a) wash Yourself in a tub or shower devices; or	

Section VI BENEFITS

- b) give Yourself a sponge bath;
- 2) dressing Yourself by putting on and taking off needed garments and any braces or artificial limbs necessary for You to wear;
- 3) using the toilet by being able to get to and from, and on and off the toilet, and performing the associated hygienic tasks; or
- 4) transferring from bed to chair or wheelchair; or
- 5) bladder and bowel control by being able to either:
 - a) voluntarily control bowel and bladder function; or
 - b) maintain a reasonable level of person hygiene, if You are not so able; and
- 6) feeding Yourself, once the food has been prepared and made available to You.

Module Number 6.17

Accidental Dismemberment and Loss of Sight Benefit: *What benefits are payable for dismemberment or loss of sight due to an Injury?*

If, while covered under The Policy, You sustain an accidental bodily injury, which results in any of the following Losses within [90 days] after the date of accident, We will pay the Monthly Benefit, after the Elimination Period, for at least the number of months shown opposite the Loss.

1

For Loss of	Minimum Number of	Monthly Benefit Payments
-------------	-------------------	--------------------------

2

[Both Eyes	46
Both Hands or Both Feet	46
One Hand and One Foot	46
One Hand and One Eye	46
One Foot and One Eye	46
One Hand or One Foot	23
One Eye	15
Thumb and Index Finger of Either Hand	12]

3

[Loss means, with regard to:

- 1) hands and feet, actual severance through or above wrist or ankle joints;
- 2) eyes, entire and irrecoverable Loss thereof;
- 3) thumb and index finger, actual severance through or above the metacarpophalangeal joints.]

If You incur more than one of the listed Losses as the result of the same accident, the number of monthly benefit payments that You will receive will be limited to the Loss for which the greatest number of monthly benefit payments are shown in the above Schedule.

Benefits may continue to be payable to You after the Minimum Number of Monthly Benefit Payments have been made, if You remain Disabled. If You die after the Elimination Period, but before the minimum number of monthly benefit payments have been made, the remaining monthly benefit payments will be made to Your estate.

Module Number 6.18

Section VI BENEFITS

Business Protection

Benefit: Are additional Disability Benefits paid to compensate for business revenue lost when I am Disabled?

We will pay a [Monthly] Business Protection Benefit to the Employer if You:

- 1) are actively engaged on a full-time basis in the business of the Employer, and fall within a class of persons that is covered by The Policy, and You are:
 - a) the sole proprietor of the Employer if the Employer is a sole proprietorship; or
 - b) a general partner of the Employer if the Employer is a partnership; or
 - c) a Member of a Limited Liability Company if the Employer is a Limited Liability Company; and
- 2) become Disabled while You are covered under this Business Protection Benefit; and
- 3) remain Disabled for the longer of:
 - a) the Elimination Period; or
 - b) [90] consecutive days; and
- 4) are receiving a [Monthly] Benefit for the Disability under the group insurance policy.

1
2
3,4
5
6

We calculate the [Monthly] Business Protection Benefit as the [lesser of:

- 1) [15]% of Your [Pre-disability Earnings]; or
- 2) [\$2,500].]

Is a benefit paid if I am Disabled and Working?

[If You are Disabled and Working, We will proportionately reduce the Business Protection Benefit according to the following formula:

$$\text{Business Protection Benefit Payable} = \frac{(A - B) \times C}{A}$$

where

A = Your Pre-Disability Earnings

B = Your current [Monthly] earnings

C = The Business Protection Benefit payable if You were Totally Disabled.]

How long will this benefit be paid?

We will stop paying the Business Protection Benefits on the earliest of:

- 1) [the date You cease to be Disabled;
- 2) the date [12 monthly] benefits have been paid under this Benefit;
- 3) the date You cease to be the proprietor, a partner, or a [Member,]if applicable, of the Employer; or
- 4) the date You die.

7
8

In no event will this benefit continue to be payable beyond a date shown in the Termination of Benefit Payment provision.]

Module Number 6.19

Cafeteria Plan Election Restriction

The Policy is a part of a Cafeteria Plan sponsored by Your employer and governed by the requirements of Section 125 of the Internal Revenue Code. The rules of the Cafeteria Plan will supersede any provisions of the Policy which are in conflict with them.

Cafeteria Plans are subject to the following restriction:

The benefits You elect during the enrollment period will remain in effect until the next enrollment period.

Section 125 allows exception to this rule only in specified situations, including Change in Family Status and commencement or termination of employment.

Module Number 6.20

[Rehabilitation

Bonus: What happens if I successfully complete an approved program of Rehabilitation?

If You successfully complete an approved program of Rehabilitation, You will be eligible for an additional benefit equal to [1] times Your Monthly Benefit.

1
2

The benefit will be subject to all applicable terms and conditions of the Policy. We will pay the benefit in one lump sum.]

Module Number 6.21

Section VII

EXCLUSIONS AND LIMITATIONS

Exclusions: <i>What Disabilities are not covered?</i>	[The Policy does not cover, and We will not pay a benefit for any Disability:	1
	1) unless You are under the Regular Care of a Physician;	
	2) that is caused [or contributed to by] war or act of war (declared or not);	2
	3) caused by Your commission of or attempt to commit a felony;	
	4) caused or contributed to by Your being engaged in an illegal occupation;	
	5) caused [or contributed to] by an intentionally self-inflicted [Injury];	3,4
	6) unless it is the result of a work-related [Injury or Sickness] sustained in the course of performing tasks for the Employer;	5
	7) for which Workers' Compensation benefits are paid, or may be paid, if duly claimed; or	
	8) sustained as a result of doing any work for pay or profit for [any/another] employer, including self-employment.	6
	 If You are receiving or are eligible for benefits for a Disability under a prior disability plan that:	
	1) was sponsored by the Employer; and	
	2) was terminated before the Effective Date of The Policy,	
	no benefits will be payable for the Disability under The Policy.]	
Module Number 7.01		
Pre-Existing Condition	[We will not pay any benefit, or any increase in benefits, under The Policy for any Disability that results from, or is caused or contributed to by, a Pre-existing Condition,]	1
Limitation: <i>Are benefits limited for Pre-existing Conditions?</i>	[unless, at the time You become Disabled:	2
	1) [You have not received Medical Care for the condition for [365] consecutive day(s)] while insured under The Policy; or]	3
	2) You have been continuously insured under The Policy for [365] consecutive day(s)].	4,5
	 Pre-existing Condition means:	
	1) any [accidental bodily injury, sickness,] Mental Illness, pregnancy, or episode of Substance Abuse; or	6
	2) any manifestations, symptoms, findings, or aggravations related to or resulting from such [accidental bodily injury, sickness,] Mental Illness, pregnancy, or Substance Abuse;	7
	for which You received Medical Care during the [180] day period that ends the day before:	8
	1) Your effective date of coverage; or	
	2) the effective date of a Change in Coverage.	
	 Medical Care is received when a physician or other health care provider:	
	1) is consulted or gives medical advice; or	
	2) recommends, prescribes, or provides Treatment.	
	 Treatment includes but is not limited to:	
	1) medical examinations, tests, attendance or observation; and	
	2) use of drugs, medicines, medical services, supplies or equipment.	

Module Number 7.02

Section VIII

GENERAL PROVISIONS

Notice of Claim: <i>When should I notify the Company of a claim?</i>	You must give Us, [or Our representative,] [written] notice of a claim within [30 days] after Disability [or loss] occurs. If You cannot give notice within that time, You must give it to Us as soon as reasonably possible. Such notice must include Your name, Your address and the Policy Number.	1,2,3 4
Module Number 8.01 Claim Forms: <i>Are special forms required to file a claim?</i>	[If You are Disabled and become eligible for the Activities of Daily Living Benefit, You must file a separate Notice of Claim within [30 days] of becoming eligible.]	5 6
Module Number 8.02 Proof of Loss: <i>What is Proof of Loss?</i>	We [or Our representative] will send forms to You to provide Proof of Loss, within [15 days] of receiving a Notice of Claim. If We do not send the forms within [15 days], You may submit any other [written] proof which fully describes the nature and extent of Your claim.	1, 2 3 4
	[Proof of loss is typically provided by telephone; however, if forms are required, they will be sent to You for providing Proof of Loss within [15 days] after We receive a notice of claim.]	5 6
	<p>[Proof of Loss may include but is not limited to the following:</p> <ol style="list-style-type: none"> 1) documentation of: <ol style="list-style-type: none"> a) the date Your Disability began; b) the cause of Your Disability; c) the prognosis of Your Disability; d) Your Pre-disability Earnings, Current [Monthly] Earnings or any income, including but not limited to copies of Your filed and signed federal and state tax returns; and e) evidence that You are under the Regular Care of a Physician; 2) any and all medical information, including x-ray films and photocopies of medical records, including histories, physical, mental or diagnostic examinations and treatment notes; 3) the names and addresses of all: <ol style="list-style-type: none"> a) Physicians or other qualified medical professionals You have consulted; b) hospitals or other medical facilities in which You have been treated; and c) pharmacies which have filled Your prescriptions within the past three years; 4) Your signed authorization for Us to obtain and release: <ol style="list-style-type: none"> a) medical, employment and financial information; and b) any other information We may reasonably require; 5) Your signed statement identifying all Other Income Benefits; and 6) proof that You and Your dependents have applied for all Other Income Benefits which are available. <p>You will not be required to claim any retirement benefits which You may only get on a reduced basis.] All proof submitted must be satisfactory to Us.</p>	1
Module Number 8.03 Additional Proof of Loss: <i>What additional proof of loss is the Company entitled to?</i>	<p>To assist Us in determining if You are Disabled, or to determine if You meet any other term or condition of The Policy, We have the right to require You to:</p> <ol style="list-style-type: none"> 1) meet and interview with our representative; and 2) be examined by a Physician, vocational expert, functional expert, or other medical or vocational professional of Our choice. <p>Any such interview, meeting or examination will be:</p> <ol style="list-style-type: none"> 1) at Our expense; and 2) as reasonably required by us. <p>Your Additional Proof of Loss must be satisfactory to Us. Unless We determine You have a valid reason for refusal, We may deny, suspend or terminate Your benefits if You refuse to be examined or meet to be interviewed by Our representative.</p>	

Module Number 8.04

Section VIII

GENERAL PROVISIONS

<p>Sending Proof of Loss: <i>When must proof of Loss be given?</i></p>	<p>Written Proof of Loss must be sent to Us within [90 days] after the start of the period for which We are liable for payment. If proof is not given by the time it is due, it will not affect the claim if:</p> <ol style="list-style-type: none"> 1) it was not possible to give proof within the required time; and 2) proof is given as soon as possible; but 3) not later than [1 year] after it is due, unless You are not legally competent. <p>We may request Proof of Loss throughout Your Disability. In such cases, We must receive the proof within [30 days] of the request.</p>
<p>Module Number 8.05 Claim Payment: <i>When are benefit payments issued?</i></p>	<p>When We determine that You;</p> <ol style="list-style-type: none"> 1) are Disabled; and 2) eligible to receive benefits; <p>We will pay accrued benefits at the end of each month that You are Disabled. We may, at Our option, make an advance benefit payment based on Our estimated duration of Your Disability. If any payment is due after a claim is terminated, it will be paid [as soon as Proof of Loss satisfactory to Us is received].</p>
<p>Module Number 8.06 Claims to be Paid: <i>To whom will benefits for my claim be paid?</i></p>	<p>Benefits are not payable for any period during which You are confined to a penal or correctional institution if the period of confinement exceeds 30 days.</p> <p>All payments are payable to You. Any payments owed at Your death may be paid to Your estate. If any payment is owed to:</p> <ol style="list-style-type: none"> 1) Your estate; 2) a person who is a minor; or 3) a person who is not legally competent; <p>then We may pay up to [\$1,000] to a person who is Related to You and who, at Our sole discretion, is entitled to it. Any such payment shall fulfill Our responsibility for the amount paid.</p>
<p>Module Number 8.07 Claim Denial: <i>What notification will I receive if my claim is denied?</i></p>	<p>If a claim for benefits is wholly or partly denied, You will be furnished with written notification of the decision. This written notification will:</p> <ol style="list-style-type: none"> 1) give the specific reason(s) for the denial; 2) make specific reference to the Policy provisions on which the denial is based; 3) provide a description of any additional information necessary to perfect a claim and an explanation of why it is necessary; and 4) provide an explanation of the review procedure.
<p>Module Number 8.08 Claim Appeal: <i>What recourse do I have if my claim is denied?</i></p>	<p>On any claim, You or Your representative may appeal to Us for a full and fair review. To do so:</p> <ol style="list-style-type: none"> 1) You must request a review upon written application within: <ol style="list-style-type: none"> a) [180 days] of receipt of claim denial if the claim requires Us to make a determination of disability; or b) [60 days] of receipt of claim denial if the claim does not require Us to make a determination of disability; and 2) You may request copies of all documents, records, and other information relevant to Your claim; and 3) You may submit written comments, documents, records and other information relating to Your claim.
<p>Module Number 8.09</p>	<p>We will respond to You in writing with Our final decision on the claim.</p>

Section VIII

GENERAL PROVISIONS

[Social Security:
*When must I
apply for Social
Security Benefits?*

You must apply for Social Security disability benefits when the length of Your Disability meets the minimum duration required to apply for such benefits. You must apply within [45 days] from the date of Our request. If the Social Security Administration denies Your eligibility for benefits, You will be required:

- 1) to follow the process established by the Social Security Administration to reconsider the denial; and
- 2) if denied again, to request a hearing before an Administrative Law Judge of the Office of Hearing and Appeals.]

1

Module Number 8.10

Benefit

Estimates: *How
does the
Company
estimate Disability
benefits under the
United States
Social Security
Act?*

We reserve the right to reduce Your [Monthly] Benefit by estimating the Social Security disability benefits You [or Your spouse and children] may be eligible to receive.

When We determine that You [or Your Dependent] may be eligible for benefits, We may estimate the amount of these benefits. We may reduce Your [Monthly] Benefit by the estimated amount.

Your [Monthly] Benefit will not be reduced by estimated Social Security disability benefits if:

- 1) You apply for Social Security disability benefits and pursue all required appeals in accordance with the Social Security provision; and
- 2) You have signed a form authorizing the Social Security Administration to release information about awards directly to Us; and
- 3) You have signed and returned Our reimbursement agreement, which confirms that You agree to repay all overpayments.

If We have reduced Your [Monthly] Benefit by an estimated amount and:

- 1) You [or Your Dependent] are later awarded Social Security disability benefits, We will adjust Your [Monthly] Benefit when We receive proof of the amount awarded, and determine if it was higher or lower than Our estimate; or
- 2) Your application for Social Security disability benefits has been denied, We will adjust Your [Monthly] Benefit when You provide Us proof of final denial from which You cannot appeal from an Administrative Law Judge of the Office of Hearing and Appeals.

If Your Social Security benefits were lower than we estimated, and We owe You a refund, We will make such refund in a lump sum. If Your Social Security Benefits were higher than we estimated, and If Your [Monthly] Benefit has been overpaid, You must make a lump sum refund to Us equal to all overpayments, in accordance with the Overpayment Recovery provision .

Module Number 8.11

Overpayment:
*When does an
overpayment
occur?*

An overpayment occurs:

- 1) when We determine that the total amount We have paid in benefits is more than the amount that was due to You under the Policy; or
- 2) when payment is made by Us that should have been made under another group policy.

This includes, but is not limited to, overpayments resulting from:

- 1) [retroactive awards received from sources listed in the Other Income Benefits definition;
- 2) failure to report, or late notification to Us of any Other Income Benefit(s) or earned income;
- 3) misstatement;
- 4) fraud; or
- 5) any error We may make.]

1

Module Number 8.12

Section VIII GENERAL PROVISIONS

Overpayment Recovery: *How does the Company exercise the right to recover overpayments?*

We have the right to recover from You any amount that We determine to be an overpayment. You have the obligation to refund to Us any such amount. Our rights and Your obligations in this regard may also be set forth in the reimbursement agreement You will be required to sign when You become eligible for benefits under this Policy.

If benefits are overpaid on any claim, You must reimburse Us within [30 days.] 1

If reimbursement is not made in a timely manner, We have the right to:

- 1) recover such overpayments from:
 - a) [You;
 - b) any other organization;
 - c) any other insurance company;
 - d) any other person to or for whom payment was made; and
 - e) Your estate.] 2

- 2) reduce or offset against any future benefits payable to You or Your survivors, [including the Minimum [Monthly] Benefit,] until full reimbursement is made. Payments may continue when the overpayment has been recovered; 3

- 3) refer Your unpaid balance to a collection agency; and pursue and enforce all legal and equitable rights in court.

Module Number 8.13

Subrogation: *What are the Company's subrogation rights?*

If You:

- 1) suffer a Disability because of the act or omission of a Third Party;
- 2) become entitled to and are paid benefits under The Policy in compensation for lost wages; and
- 3) do not initiate legal action for the recovery of such benefits from the Third Party in a reasonable period of time;

then We will be subrogated to any rights You may have against the Third Party and may, at Our option, bring legal action against the Third Party to recover any payments made by Us in connection with the Disability.

[Third Party as used in this provision, means any person or legal entity whose act or omission, in full or in part, causes You to suffer a Disability for which benefits are paid or payable under the Policy.] 1

Module Number 8.14

Reimbursement: *What are the Company's Reimbursement Rights?*

We have the right to request to be reimbursed for any benefit payments made or required to be made under the Policy for a Disability for which You recover payment from a Third Party.

If You recover payment from a Third Party as:

- 1) a legal judgment;
- 2) an arbitration award; or
- 3) a settlement or otherwise;

You must reimburse Us for the lesser of:

- 1) the amount of payment made or required to be made by Us; or
- 2) the amount recovered from the Third Party less any reasonable legal fees associated with the recovery.

Module Number 8.15

Legal Actions: *When can legal action be taken against Us?*

Legal action cannot be taken against Us:

- 1) sooner than [60 days] after the date proof of loss is given; or 1
- 2) [3] years after the date [Written] Proof of Loss is required to be given according to the terms of The Policy. 2,3

Module Number 8.16

Section VIII

GENERAL PROVISIONS

Insurance

Fraud: *How does the Company deal with fraud?*

Insurance Fraud occurs when You [and/or Your Employer] provide Us with false information or files a claim for benefits that contains any false, incomplete or misleading information with the intent to injure, defraud or deceive Us. It is a crime if You [and/or Your Employer] commit Insurance Fraud. We will use all means available to Us to detect, investigate, deter and prosecute those who commit Insurance Fraud. We will pursue all available legal remedies if You [and/or Your Employer] perpetrate Insurance Fraud.

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2
3

Module Number 8.17

Misstatements:
What happens if facts are misstated?

If material facts about You were not stated accurately:

- 1) Your premium may be adjusted; and
- 2) the true facts will be used to determine if, and for what amount, coverage should have been in force.

[No statement made by You relating to Your insurability will be used to contest the insurance for which the statement was made after the insurance has been in force for two years during Your lifetime. In order to be used, the statement must be in writing and signed by You.]

1

Module Number 8.18

Policy

Interpretation:
Who interprets the terms and conditions of The Policy?

We have full discretion and authority to determine eligibility for benefits and to construe and interpret all terms and provisions of The Policy. This provision applies where the interpretation of The Policy is governed by the Employee Retirement Income Security Act of 1974, as amended (ERISA).

Module Number 8.19